

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

HILDA CALDERON and MICHELLE GONGORA,  
on behalf of themselves and similarly situated  
employees,

Plaintiffs,

v.

PERSONNEL STAFFING GROUP, LLC d/b/a MVP  
and d/b/a BARNETT MANAGEMENT and MVP  
WORKFORCE, LLC,

Defendants.

Case No. 15 C 9626

Judge Alonso

Magistrate Judge Finnegan

**FIFTH AMENDED CLASS ACTION COMPLAINT**

Plaintiffs Hilda Calderon and Michelle Gongora, on behalf of themselves and all other persons similarly situated, known and unknown, for their Complaint against Personnel Staffing Group, LLC d/b/a MVP and d/b/a Barnett Management (“MVP”) and MVP Workforce, LLC (“Workforce”), (collectively “Defendants”), state as follows:

**I. NATURE OF THE CASE**

1. This lawsuit arises under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* (“FLSA”), the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* (“IMWL”) and the Illinois Day and Temporary Labor Services Act, 820 ILCS 175/1 *et seq.* (“IDTLSA”) for: 1) Defendants’ failure to pay Plaintiff Calderon and other similarly situated employees who were assigned to work in excess of forty (40) hours in individual work weeks for both MVP and Workforce overtime wages in the three years prior to the filing of this lawsuit to the date of judgment (“Relevant Time Period”); and 2) Defendant MVP’s failure to pay the federally and/or Illinois-mandated minimum wage to laborers assigned by MVP to MVP’s client company Visual Pak Company during the class period on days such laborers were assigned to work at Visual Pak Company, were not utilized by Visual Pak Company and were engaged to wait or, alternatively, MVP’s failure to pay laborers

a minimum of four hour pay pursuant to the IDTLSA in such circumstances during the Relevant Time Period. For specific claims identified in this paragraph and in Counts I and III arising under the FLSA, Plaintiffs bring this suit as a collective action pursuant to Section 216(b) of the FLSA. 29 U.S.C. §216(b). Plaintiffs' consents to represent are attached hereto as Group Exhibit A. For specific claims identified in this paragraph and in Counts II, IV and V arising under the IMWL and the IDTLSA, Plaintiffs will seek to certify these claims as class actions pursuant to Fed. R. Civ. P. Rule 23(a) and (b).

## **II. JURISDICTION AND VENUE**

2. This Court has jurisdiction over Plaintiffs' specific FLSA claims set forth in this Complaint pursuant to 28 U.S.C. §1331, arising under 29 U.S.C. §216(b). This Court has supplemental jurisdiction over Plaintiffs' specific state law claims set forth in this Complaint pursuant to 28 U.S.C. §1337. Plaintiffs bring their collective claims pursuant to 29 U.S.C. §216(b) and bring their class claims pursuant to Fed. R. Civ. P. Rule 23.

3. Venue is proper in this judicial district as a substantial number of the facts and events giving rise Plaintiffs' claims occurred in this judicial district and as Defendants have maintained offices and transacted business within this jurisdiction at all relevant times.

## **III. PARTIES**

### **Plaintiffs**

4. Plaintiff Calderon, during the relevant limitations periods, has:
  - a. resided in and is domiciled in within this judicial district in Illinois;
  - b. handled goods that have moved in interstate commerce;
  - c. been an "employee" of Defendants MVP and Workforce in Illinois as that term is defined by the FLSA and IMWL (hereafter "laborer"); and
  - d. been employed by Defendants MVP and Workforce as a "day or temporary laborer" (hereafter "laborer") as that term is defined by the IDTLSA, 820

ILCS 175/5.

5. Plaintiff Gongora, during the relevant limitations periods, has:
  - a. resided in and is domiciled in within this judicial district in Illinois;
  - b. handled goods that have moved in interstate commerce;
  - c. been an “employee” of Defendant MVP in Illinois as that term is defined by the FLSA and IMWL (hereafter “laborer”); and
  - d. been employed by Defendant MVP as a “day or temporary laborer” (hereafter “laborer”) as that term is defined by the IDTLSA, 820 ILCS 175/5.

### **Defendants**

6. During the relevant time period, Defendant Personnel Staffing Group, LLC has:
  - a. been a corporation organized under the laws of the state of Florida and been located in and conducted business within this judicial district;
  - b. done business as MVP and as Barnett Management (“Barnett Mgmt”);
  - c. been engaged in the business of employing day or temporary laborers in Illinois to provide services, for a fee, to Third Party Clients as defined by the IDTLSA, 820 ILCS 175/5 pursuant to contracts between itself and such third party clients;
  - d. been a “day and temporary labor service agency” (hereafter “Staffing Agency”) as defined by the IDTLSA, 820 ILCS 175/5; and
  - e. been an “enterprise” as defined by in Section 3(r)(1) of the FLSA, 29 U.S.C. § 203(r)(1), and is an enterprise engaged in commerce, or in the production of goods for commerce, within the meaning of Section 3(s)(1)(A) and Defendant’s annual gross volume of sales or business done exceeds \$500,000, exclusive of excise taxes; and
  - f. had two or more employees who have handled goods which have moved in interstate commerce;
  - g. been Plaintiffs’ “employer” as that term is defined by the FLSA, 29 U.S.C. 203(d), the IMWL and 820 ILCS 105/3(c);
  - h. been affiliated with Defendant Workforce;
  - i. operated as a single employer with Defendant Workforce in relation to Plaintiffs and other similarly situated laborers; and

7. During the relevant time period, Defendant MVP Workforce, LLC has:
  - a. been a corporation organized under the laws of the state of Delaware and been located in and conducted business within this judicial district;
  - b. done business as Workforce;
  - c. been engaged in the business of employing day or temporary laborers in Illinois to provide services, for a fee, to Third Party Clients as defined by the IDTLSA, 820 ILCS 175/5 pursuant to contracts between itself and such third party clients;
  - d. been a “day and temporary labor service agency” (hereafter “Staffing Agency”) as defined by the IDTLSA, 820 ILCS 175/5; and
  - e. been an “enterprise” as defined by in Section 3(r)(1) of the FLSA, 29 U.S.C. § 203(r)(1), and is an enterprise engaged in commerce, or in the production of goods for commerce, within the meaning of Section 3(s)(1)(A) and Defendant’s annual gross volume of sales or business done exceeds \$500,000, exclusive of excise taxes;
  - f. had two or more employees who have handled goods which have moved in interstate commerce;
  - g. been Plaintiffs’ “employer” as that term is defined by the FLSA, 29 U.S.C. 203(d), the IMWL and 820 ILCS 105/3(c);
  - h. been affiliated with Defendant MVP;
  - i. operated as a single employer with Defendant MVP in relation to Plaintiffs and other similarly situated laborers; and

#### **IV. COMMON FACTS**

##### **Relationship between Defendants**

8. Within the Relevant Time Period, Defendants MVP and Workforce have operated as a single entity in relation to Plaintiffs and other similarly situated laborers nominally employed by MVP and Workforce, in that:
  - a. Defendants MVP and Workforce have had common ownership in that Daniel Barnett has simultaneously been:
    - (i) Owner and Chairman of MVP’s d/b/a Barnett Mgmt (*see* Directory of Administration Staff & Locations of Barnett Mgmt, MVP and

Workforce, attached as Attachment 1 to Exhibit C, showing Daniel Barnett's title);

- (ii) Managing Partner of MVP (*see* IL Secretary of State Business Registration for MVP, attached as Exhibit D); and
- (iii) Managing Partner of Workforce (*see* IL Secretary of State Business Registration for Workforce, attached as Exhibit E);

b. On information from public records, MVP has been listed as an owner of Workforce (*see*, for example, MVP's 2009 and 2015 Registration Renewals with IDOL, attached as Exhibits F and G respectively, on which MVP identifies that it is the owner or operator of Workforce);

c. On information from public records, MVP has owned or operated Workforce (*see* Exhibits F and G);

d. Defendants MVP and Workforce have shared corporate offices (*see* Attachments 1 and 2 to Exhibit C – 2012 and 2013 Directories of Administration Staff & Locations of MVP (including MVP's d/b/a Barnett Mgmt) and Workforce –Exhibits D and E, showing the corporate address of Barnett Mgmt, MVP and Workforce to all be located at 666 Dundee Road in Northbrook, Illinois);

e. Defendants MVP and Workforce have housed and shared human resources across these three Defendant companies (*see*, for example, Attachment 2 to Exhibit C, p.1, showing payroll was performed for both MVP and Workforce out of this corporate office and that employees with Barnett Mgmt, MVP and Workforce email addresses were housed together and used the same phone system);

f. Defendants have operated dispatch offices where laborers were assigned nominally for MVP and for Workforce but out of the same dispatch office. For example, during the Relevant Time Period, Plaintiff Calderon was assigned to work for certain third party client companies nominally of MVP and others nominally of Workforce out of the same dispatch office located at 65 E. Palatine Road, #213 in Prospect Heights, Illinois ("Defendants' Prospect Heights Office") in the same work week;

g. Defendants have operated dispatch offices nominally for MVP but assigned laborers to companies that were nominally third party client companies of Workforce (*see*, for example, Exhibit C, Rosa Ceja Declaration, ¶9, in which Ms. Ceja, a former Onsite and Dispatcher for MVP, describes this process);

h. Defendants have operated dispatch offices nominally for Workforce but assigned laborers to companies that were nominally third party client companies of MVP (*see* Exhibit C, ¶9);

- i. Defendants have utilized a system of van and bus drivers to transport laborers from a dispatch office that is or was nominally an MVP office to work at a third party client company nominally of Workforce (*see* Declaration of Defendants' former driver, Victor Lopez, attached as Exhibit H);
- j. Defendants have utilized a system of van and bus drivers to transport laborers from a dispatch office that is or was nominally a Workforce office to work at a third party client company nominally of MVP (*see* Exhibit H);
- k. Defendants have shared dispatchers that nominally work at MVP to work as a dispatcher at an office that is nominally a Workforce office while being paid by MVP; and
- l. Defendants have shared dispatchers that nominally work at Workforce to work as a dispatcher at an office that is nominally a MVP office while being paid by Workforce.

9. Within the Relevant Time Period, Defendants MVP and Workforce have operated in Illinois as “day and temporary labor service agency” as defined by the IDTLSA, 820 ILCS 175/5.

10. Within the Relevant Time Period, Defendants MVP and Workforce have registered together with the Illinois Department of Labor (“IDOL”) as “day and temporary labor service agency” pursuant to the requirements of the IDTLSA, 820 ILCS 175/45. *See*, for example, Exhibits F and G.

11. Within the Relevant Time Period, Defendants MVP and Workforce have operated in Illinois as Staffing Agencies and have both been in the business of recruiting, contracting and providing laborers to Third Party Client Companies for a fee to supplement such company’s workforce.

#### **FLSA/IMWL Overtime Violation**

12. Within the Relevant Time Period, Plaintiff Calderon was contracted to work by both Defendants in multiple work weeks and assigned to third party client companies nominally of both MVP and Workforce, even though she sought work at the same Prospect Heights Dispatch

Office. *See*, Plaintiff Calderon's declaration dated January 21, 2017, attached hereto as Exhibit I, ¶¶2-4 and Exh. A to her declaration, showing photos taken of the Prospect Heights Dispatch Office on January 21, 2017 publicizing that both MVP and Workforce operated out of the dispatch office located at 65 E. Palatine Road, #213 in Prospect Heights, Illinois.

13. In multiple work weeks that Plaintiff Calderon was contracted to work at third party client companies of both MVP and Workforce as described in paragraph 13, *supra*, she worked in excess of forty (40) hours but was not compensated for overtime hours at time and one half of her regular rate of pay. *See*, for example, Exhibit I, attached hereto, containing a declaration from Plaintiff Calderon with her paycheck stubs (attached to the declaration as Exhibit B) issued by MVP for thirty-nine (39) hours and issued by Workforce for an additional eight (8) hours, both from the same Northbrook corporate office with the same employee ID ("CAL894") and both for the pay period of 10/21/13 – 10/27/13, but with all forty-seven (47) hours paid at her regular rate of pay. *See*, also, Exhibit I, showing Plaintiff Calderon's paycheck stubs (also attached to the declaration as Exhibit B) issued by MVP for forty (40) hours and another issued by Workforce for an additional eight (8) hours, again both from the same Northbrook corporate office with the same employee ID ("CAL894") and both for the pay period of 10/28/13 – 11/3/13, but with all forty-eight (48) hours paid at her regular rate of pay.

14. Within the Relevant Time Period, other similarly situated laborers of Defendants were contracted to work by Defendants in multiple work weeks and assigned to third party client companies nominally of both MVP and Workforce, even though they sought work at the same dispatch office of Defendants. *See*, for example, Exhibit J, containing information produced by Defendants in a very limited sampling of just four months of the three year limitations period (10/1/13 – 11/30/13 and 9/1/14 – 10/31/14) and for just two dispatch offices nominally of MVP

(Cicero and Elmwood Park) and two dispatch offices nominally of Workforce (Cicero and Prospect Heights), showing 575 hours of overtime hours worked by laborers of Defendants under the name of both MVP and Workforce but for which they were not compensated at the premium overtime rate of time and one half their regular rate of pay.

15. Within the Relevant Time Period, MVP and Workforce dispatched laborers from Defendants' common Prospect Heights Dispatch Office located at 65 E. Palatine Road, #213 in Prospect Heights, Illinois. See, Exhibit A to Plaintiff Calderon's Declaration, attached hereto as Exhibit I.

16. Within the Relevant Time Period, MVP and Workforce concurrently dispatched laborers from two offices in Cicero, Illinois, one nominally operated under the name of MVP located at 5637 W Roosevelt Rd, Cicero, IL 60804 ("MVP Cicero Dispatch Office"), and another nominally operated by Workforce located at 5017 W Cermak Rd, Cicero, IL 60804 ("Workforce Cicero Dispatch Office").

17. Within the Relevant Time Period, Defendants' MVP Cicero Dispatch Office and Workforce Cicero Dispatch Office were located within two miles from each other.

18. Within the Relevant Time Period, Defendants registered and operated multiple dispatch offices in Illinois<sup>1</sup> including, but not limited to the following:

- a. 226 S. Sheridan Road, Waukegan, IL 60085, nominally operated as MVP ("MVP Waukegan Dispatch Office");
- b. 2551 Division, Suite 106, Joliet, IL 60435, nominally operated as MVP ("MVP Joliet Dispatch Office");
- c. 5637 W. Roosevelt Rd., Cicero, IL 60804, nominally operated as MVP

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<sup>1</sup> See "IDOL 2015 List of Registered Day and Temporary Labor Agencies", downloaded 11/13/2015 (excerpted to show information for Defendants MVP and Workforce only), attached as Exhibit K.

(“MVP Cicero Dispatch Office”);

- d. 7999 W. Grand Ave., Franklin Park, IL 60131, nominally operated as MVP (“MVP Franklin Park Dispatch Office”);
- e. 7514 B W. North Ave., Elmwood Park, IL 60707, nominally operated as MVP (“MVP Elmwood Park Dispatch Office”);
- f. 237 Cedar Lake Rd., Round Lake, IL 60073, nominally operated as MVP (“MVP Round Lake Dispatch Office”);
- g. 65 E. Palatine Road, #213 in Prospect Heights, IL, nominally operated as Workforce (“Workforce Prospect Heights Dispatch Office”);
- h. 5017 W Cermak Rd, Cicero, IL 60804, nominally operated as Workforce (“Workforce Cicero Dispatch Office”);
- i. 500 N. Lake, Mundelein, IL 60060, nominally operated as Workforce (“Workforce Mundelein Dispatch Office”).

19. Within the Relevant Time Period, Defendants utilized a system of van and bus drivers to transport laborers from one of the dispatch office that is or was nominally an MVP office to work at a third party client company nominally of Workforce. *See Declaration of Defendants’ former driver, Victor Lopez, attached as Exhibit H.*

20. Within the Relevant Time Period, Defendants utilized a system of van and bus drivers to transport laborers from one of the dispatch office that is or was nominally a Workforce office to work at a third party client company nominally of MVP. *See Declaration of Defendants’ former driver, Victor Lopez, attached as Exhibit H.*

21. When Defendants assigned Plaintiff Calderon and other similarly situated laborers to work in excess of than forty (40) hours in a single work week through Defendants nominal MVP and Workforce offices in Illinois within the Relevant Time Period, Defendants did not compensate Plaintiff Calderon and other similarly situated laborers at the premium overtime wage rate of one and a half times such laborers’ regular rate of pay.

22. On information and belief, Defendants have assigned hundreds of laborers to work

in excess of than forty (40) hours in a single work week through Defendants nominal MVP and Workforce offices in Illinois without compensating such laborers at the premium overtime wage rate of one and a half times such laborers' regular rate of pay within the Relevant Time Period.

**FLSA/IMWL "Engaged to Wait"/IDTLSA Four Hour Minimum Pay Violation**

**Plaintiff Gongora**

23. Within the Relevant Time Period, Plaintiff Michelle Gongora has sought work assignments as a laborer through Defendant's nominal MVP Waukegan Dispatch Office.

24. Plaintiff Gongora initially sought work assignments as a laborer through Defendant's nominal MVP Waukegan Dispatch Office since in or about the fall of 2013.

25. Within the Relevant Time Period, Plaintiff Gongora was assigned by Defendant MVP to work at a client company of Defendant called Visual Pak Company.

26. Within the Relevant Time Period, on multiple occasions, Plaintiff Gongora went to the nominal MVP Waukegan Dispatch Office early in the morning.

27. When Plaintiff Gongora arrived, she signed in on a sign in sheet which showed that she was present and the order in which she had arrived.

28. On multiple occasions, one or another of the Dispatchers at the nominal MVP Waukegan Dispatch Office, names unknown, would call Plaintiff Gongora's name and direct her to get on a van or a bus to go to Visual Pak located in Waukegan, Illinois ("Visual Pak-Waukegan").

29. On those occasions, Plaintiff was directed to get on van operated by Defendant to be taken to Visual Pak-Waukegan. When Plaintiff boarded the van, the van driver had a list of workers who were present on the van and would check the names off, including Plaintiff Gongora's name. Once the van was loaded, the driver would drive everyone on the van to the Visual Pak-

Waukegan facility which took about 15 minutes.

30. Once Plaintiff Gongora and the other laborers employed by Defendant arrived at the Visual Pak-Waukegan facility, Plaintiff Gongora and the other laborers would clock in at the facility. After clocking in, Plaintiff Gongora and the other laborers assigned by Defendant to work at the Visual Pak-Waukegan facilities were instructed to wait on the factory floor to see if they would be picked by one of the Visual Pak-Waukegan supervisors to work in their department.

31. On days when Plaintiff Gongora and other laborers were not immediately selected, they clocked out and were directed to wait in the cafeteria in case they were later needed and to wait for Defendants' van driver to return to pick them up.

32. Typically, Plaintiff Gongora and the other laborers assigned to Visual Pak-Waukegan were required to wait about forty-five (45) minutes to an hour.

33. On multiple occasions Plaintiff Gongora was not selected by Visual Pak-Waukegan to work, she and other laborers assigned to Visual Pak-Waukegan were returned back to Defendant's dispatch office where the driver turned in a list of laborers not utilized at Visual Pak-Waukegan for that day.

34. On other occasions within the Relevant Time Period, Plaintiff Gongora was assigned to work at the Visual Pak Company's facility located in Kenosha, Wisconsin ("Visual Pak-Kenosha").

35. On these occasions, the same process would occur at the nominal MVP Waukegan Dispatch Office as described in paragraphs 24 – 28, *supra*, although Plaintiff Gongora would be directed to get on a van or a larger bus. While on the bus or van, Plaintiff Gongora would sign a sheet which showed who was on Defendant's vehicle. Once the van or bus was loaded, the driver would drive everyone on the van to the Visual Pak-Kenosha facility. The ride took about 45

minutes.

36. Once Plaintiff Gongora and other laborers of Defendant arrived at the facility, Plaintiff Gongora and the other laborers would clock in at the facility. After clocking in, Plaintiff and the other laborers assigned by Defendant to work at the Visual Pak-Kenosha facility were instructed to wait on the factory floor to see if they would be picked by one of the Visual Pak supervisors to work in their department.

37. On days when Plaintiff Gongora and other laborers were not immediately selected, they clocked out and were directed to wait in the cafeteria in case they were later needed and to wait for Defendants' driver to return to pick them up.

38. Typically, Plaintiff Gongora and the other laborers assigned to Visual Pak-Kenosha were required to wait about forty-five (45) minutes to an hour.

39. On occasions Plaintiff Gongora was not selected by Visual Pak-Kenosha to work, she and other laborers assigned to Visual Pak-Kenosha were returned back to Defendants' dispatch office where the driver turned in a list of laborers not utilized at Visual Pak-Kenosha for that day.

40. On the occasions described in paragraphs 36 and 40, *supra*, Plaintiff Gongora was not compensated for the time she spent at the Visual Pak facility.

41. On the occasions described in paragraphs 36 and 40, *supra*, Plaintiff Gongora was not compensated for a minimum of four (4) hours on days she was assigned by Defendants to work at the Visual Pak facility but was not utilized.

42. On information from former Dispatchers and Onsites of Defendant MVP and other laborers assigned from Defendant MVP's Waukegan, Illinois dispatch office, Defendant had a common practice of assigning temporary workers to Visual Pak Company, allowing Visual Pak Company to select which laborers it wanted to utilize and to send back the remaining laborers

without payment for the time they were at the Visual Pak facilities engaged to be waiting.

43. The time Plaintiff Gongora and other similarly situated laborers spent at Visual Pak Company when they were assigned by Defendant MVP from the MVP Waukegan Office but were not utilized by Visual Pak Company was for the benefit of Defendant in that:

- a. Defendant benefitted from assigning Plaintiff Gongora and other similarly situated laborers to work at Visual Pak Company because Defendant billed Visual Pak Company for each hour worked by each of Defendant's laborers and thus could maximize profits by having as many laborers available to work at Visual Pak Company as Visual Pak Company might want to use; and.
- b. Defendant further benefitted from assigning Plaintiff Gongora and other similarly situated laborers to work at Visual Pak Company without paying them on days they were not utilized because Defendants and Visual Pak Company did not incur any labor costs for such laborers on such dates.

44. On information from former Dispatchers and Onsites of Defendant MVP and other laborers assigned from Defendant MVP's Waukegan, Illinois dispatch office, Defendant had a common practice of assigning temporary workers to Visual Pak Company, allowing Visual Pak Company to select which laborers it wanted to utilize and to send back the remaining laborers without payment of four (4) hour minimum pay.

45. On the occasions that Plaintiffs and other similarly situated laborers were assigned by Defendant MVP to work at Visual Pak Company but were not utilized for a minimum of four (4) hours, they were "contracted" by Defendant MVP to work at Visual Pak Company, as that term is defined by the Section 30(g) of the IDTLSA.

## V. CLASS ACTION ALLEGATIONS

46. Plaintiffs will seek to certify as class actions pursuant to FRCP Rule 23 their state law claims for Illinois-mandated overtime wages (Count II), for minimum wages for “engaged to wait” time to Visual Pak Company (Count IV) arising under the IMWL and the IDTLSA and for 4 hour minimum pay at Visual Pak Company (Count V) arising under the IDTLSA. Plaintiffs will further ask the Court to determine the rights of the parties pursuant to the above-referenced statutes and to direct the Defendants to account for all hours worked and wages paid to the class members during the temporality of the class.

47. Plaintiffs seek to represent two classes, an “Overtime” Class and an “Engaged to Wait/Four Hour Minimum Pay at Visual Pak” Class.”

48. The “Overtime Class” that Plaintiff Calderon seeks to represent in regard to her Illinois overtime claim is composed of and defined as: “Plaintiff Calderon and all other laborers employed by Defendants MVP and Workforce in Illinois from October 28, 2012 up through and including the date of judgment who were assigned to work more than a combined forty (40) hours in a single work week by both MVP and Workforce.”

49. The “Four-Hour-Pay-at-Visual-Pak Class” that Plaintiff Gongora seeks to represent in regard to her Illinois minimum wage for “engaged to wait” time and IDTLSA minimum four hour pay claim is composed of and defined as: “Plaintiffs Gongora and all other laborers employed by Defendant MVP in Illinois from November 23, 2012 up through and including the date of judgment who were not compensated for at least 4 hours on any day they were assigned to work at Visual Pak Company within that period.”

50. Counts II, IV and V are brought pursuant to Fed. R. Civ. P. Rule 23(a) and (b) because:

- a. the class is so numerous that joinder of all members is impracticable. While the precise number of members of the Overtime Class has not been determined at this time, Plaintiffs are informed and believe that
  - (i) Defendants have employed thousands of persons as day or temporary laborers in Illinois during the Overtime Class Period who have been affected by the alleged overtime violation; and
  - (ii) Defendant MVP has employed thousands of persons as day or temporary laborers in Illinois during the “Four-Hour-Pay-at-Visual-Pak” Class Period who have been affected by the alleged minimum wage and four hour pay violations.
- b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:
  - (i) Whether Defendants MVP and Workforce are a single employer in relation to Plaintiff Calderon and other similarly situated laborers;
  - (ii) If so, whether Defendants were obligated to pay Plaintiff Calderon and the Overtime Class overtime wages for time worked in excess of a combined forty (40) hours in a single work week for both MVP and Workforce in the Relevant Time Period.
  - (iii) If so, whether Defendants did pay Plaintiff Calderon and the Overtime Class overtime wages for time worked in excess of a combined forty (40) hours in a single work week for both MVP and Workforce in the Relevant Time Period.
  - (iv) Whether Defendants had a common practice of assigning laborers to work Visual Pak and not compensating such laborers for time at Visual Pak when such laborers were not utilized;
  - (v) If so, whether Plaintiffs and other similarly situated laborers were “engaged to wait” as specified by 29 CFR 785.15 during such times;
  - (vi) If so, whether Defendants were obligated to compensate Plaintiff Gongora and the Four-Hour-Pay-at-Visual-Pak Class the Illinois minimum wage rate for all such time;
  - (vii) If so, whether Defendants did pay Plaintiff Gongora and the Four-Hour-Pay-at-Visual-Pak Class for time they were engaged to wait.
  - (viii) Whether Defendants had a common practice of assigning Plaintiff Gongora and the Four-Hour-Pay-at-Visual-Pak Class to work at Visual Pak and not compensating such laborers for a minimum of

four hours pay at their regular rate when such laborers were not utilized for a minimum of four hours by Visual Pak;

- (ix) If so, whether Plaintiffs and other similarly situated laborers were “contracted” by Defendants to work at Visual Pak, as that term is defined by the Section 30(g) of the IDTSLA;
- (x) If so, whether Defendants were obligated to compensate Plaintiff Gongora and the Four-Hour-Pay-at-Visual-Pak Class a minimum of four (4) hours pay at their regular wage rate on such occasions; and
- (xi) If so, whether Defendants did pay Plaintiffs and the Four-Hour-Pay-at-Visual-Pak Class a minimum of four (4) hours pay at their regular wage rate on such occasions.

- c. The Class Representatives and the members of the Overtime and Four-Hour-Pay-at-Visual-Pak Class have been equally affected by Defendants’ pay practices;
- d. Given the nature of the temporary staffing industry, members of the class will be reluctant to bring forth claims for unpaid overtime and other wages out of fear;
- e. Given that temporary laborers recruited and hired by Defendants, regardless of where assigned to work, were equally affected by the alleged practices of MVP and Workforce, the class representatives, class members and Defendants have a commonality of interest in the subject matter and remedies sought and the class representatives are able to fairly and adequately represent the interest of the classes. If individual actions were required to be brought by each member of the class injured or affected, the result would be a multiplicity of actions creating a hardship on the class members, Defendants and the Court;

51. Therefore, a class action is an appropriate method for the fair and efficient adjudication of this lawsuit.

**COUNT I**  
**Violation of the FLSA – Overtime Wages**  
*Plaintiff Calderon and a class as to all Defendants*  
*Section 216(b) Collective Action*

Plaintiffs incorporate and re-allege paragraphs 1 through 51 as though set forth herein.

52. This Count arises from Defendants’ violation of the FLSA for their failure to pay Plaintiff Calderon and other similarly situated laborers one and a half times their regular rate of pay when assigned to work more than a combined forty (40) hours in a single work week by both

MVP and Workforce as specifically set forth in paragraphs 12 - 22, *supra*.

53. In certain individual work weeks within the Relevant Time Period, Defendants directed Plaintiff Calderon to work, and Plaintiff Calderon did work, more than a combined forty (40) hours in a single work week through assignments by both MVP and Workforce in the three years prior to the filing this lawsuit.

54. Plaintiff Calderon was not exempt from the overtime provisions of the FLSA.

55. Plaintiff Calderon was entitled to be paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks.

56. Defendants did not pay Plaintiff Calderon overtime wages for all time worked in excess of forty (40) hours in individual work weeks as specifically set forth in paragraphs 12 - 22, *supra*.

57. Defendants likewise directed other similarly situated, non-exempt laborers to work in excess of forty (40) hours in individual work weeks and who were likewise entitled to be paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks as specifically set forth in paragraphs 13 - 23, *supra*.

58. Defendants did not pay other similarly situated laborers overtime wages for all time worked in excess of forty (40) hours worked in individual work weeks as specifically set forth in 12 - 22, *supra*.

59. Defendants' failure to pay Plaintiff Calderon and other similarly situated laborers the overtime wages for all time worked in excess of forty (40) hours worked in individual work weeks was a violation of the FLSA.

60. Plaintiff Calderon and other similarly situated laborers are entitled to recover unpaid overtime wages as specifically set forth in paragraphs 12 - 22, *supra*, for up to three years

prior to the filing of this lawsuit because Defendants' violation of the FLSA was willful.

WHEREFORE, Plaintiff Calderon, on behalf of herself and the Overtime Class, prays for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a collective action pursuant to Section 216(b) of the FLSA;
- B. A judgment in the amount of unpaid overtime wages for all time worked by Plaintiff Calderon and other similarly situated employees in excess of forty (40) hours in individual work weeks;
- C. Liquidated damages in the amount equal to the unpaid overtime wages;
- D. That the Court declare that Defendants have violated the FLSA;
- E. That the Court enjoin Defendants from further violating the FLSA;
- F. Reasonable attorneys' fees and costs of this action as provided by the FLSA;
- G. Such other and further relief as this Court deems appropriate and just.

**COUNT II**  
**Violation of the IMWL and IDTSLA – Overtime Wages**  
*Plaintiff Calderon and the Overtime Class*  
*Class Action*

Plaintiffs incorporate and re-allege paragraphs 1 through 60 as though set forth herein.

61. This Count arises from Defendants' violation of the IMWL for their failure to pay Plaintiff Calderon and other similarly situated laborers one and a half times their regular rate of pay when assigned to work more than a combined forty (40) hours in a single work week by both MVP and Workforce as specifically set forth in paragraphs 12 - 22, *supra*.

62. In certain individual work weeks within the Relevant Time Period, Defendants directed Plaintiff Calderon to work, and Plaintiff Calderon did work, more than a combined forty (40) hours in a single work week through assignments by both MVP and Workforce in the three years prior to the filing this lawsuit.

63. Plaintiff Calderon was not exempt from the overtime provisions of the IMWL.

64. Plaintiff Calderon was entitled to be paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks.

65. Defendants did not pay Plaintiff Calderon overtime wages for all time worked in excess of forty (40) hours in individual work weeks as set forth in detail in paragraphs 12 - 22, *supra*.

66. Defendants likewise directed other similarly situated, non-exempt laborers to work in excess of forty (40) hours in individual work weeks and who were likewise entitled to be paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks as set forth in detail in paragraphs 12 - 22, *supra*.

67. Defendants did not pay other similarly situated laborers overtime wages for all time worked in excess of forty (40) hours worked in individual work weeks as set forth in detail in paragraphs 12 - 22, *supra*.

68. Defendants' failure to pay Plaintiff Calderon and other similarly situated laborers the overtime wages for all time worked in excess of forty (40) hours worked in individual work weeks was a violation of the IMWL.

69. Pursuant to Section 12(a) of the IMWL, Plaintiff Calderon and members of the Overtime Class are entitled to recover unpaid overtime wages and statutory interest for three (3) years prior to the filing of this suit.

70. Pursuant to Section 95(a) of the IDTSLA, Plaintiff Calderon and members of the Overtime Class are entitled to recover an equal amount of their unpaid overtime wages as specifically set forth in paragraphs 12 - 22, *supra*, as liquidated damages.

WHEREFORE, Plaintiff Calderon, on behalf of herself and the Overtime Class, prays for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action pursuant to Fed. R. Civ. P. Rule 23(a) and (b);
- B. A judgment in the amount of all back overtime wages due to Plaintiff Calderon and the Overtime Class as provided by the IMWL;
- C. Liquidated damages in an amount equal to the unpaid overtime wages as provided for in the IDTLSA, 820 ILCS 175/95 or, in the alternative, statutory damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. That the Court declare that Defendants have violated the IMWL;
- E. That the Court enjoin Defendants from further violating the IMWL;
- F. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/12 and the IDTLSA, 820 ILCS 175/95;
- G. Such other and further relief as this Court deems appropriate and just.

### **COUNT III**

#### **Violation of the FLSA – Minimum Wages for Time Engaged to Wait**

*Plaintiff Gongora and the Four-Hour-Pay-at-Visual-Pak Class*

*Section 216(b) Collective Action*

Plaintiffs incorporate and re-allege paragraphs 1 through 70 as though set forth herein.

71. This Count arises from Defendant MVP's violation of the FLSA for its failure to pay Plaintiff Gongora and other similarly situated laborers the federally-mandated minimum wage rate for time they were "engaged to wait" as specifically set forth in paragraphs 23 – 45, *supra*.

72. Defendant MVP assigned Plaintiff Gongora to work at Visual Pak Company in certain work weeks in the three years prior to the filing this lawsuit when Plaintiff Gongora was not utilized as described more fully in paragraphs 23 – 45, *supra*.

73. Defendant MVP directed Plaintiff Gongora to appear at work at Visual Pak Company to be "engaged to wait" without compensation as described more fully in paragraphs 23 – 45, *supra*.

74. Defendant suffered or permitted Plaintiff Gongora to appear at work at Visual Pak

Company to be “engaged to wait” without compensation as specifically set forth in paragraphs 23 – 45, *supra*.

75. Plaintiff Gongora was not exempt from the minimum wage provisions of the FLSA.

76. Plaintiff Gongora was entitled to be paid not less than the federally-mandated minimum wage for all time she was “engaged to wait” at Visual Pak Company in individual work weeks.

77. Defendant MVP did not pay Plaintiff Gongora the federally-mandated minimum wage for all time she was “engaged to wait” in individual work weeks as specifically set forth in paragraphs 23 – 45, *supra*.

78. Defendant MVP directed other similarly situated, non-exempt, laborers to appear at work at Visual Pak Company to be “engaged to wait” without compensation as specifically set forth in paragraphs 24 – 46, *supra*.

79. Defendant MVP suffered or permitted other similarly situated, non-exempt, laborers to appear at work at Visual Pak Company to be “engaged to wait” without compensation as specifically set forth in paragraphs 23 – 45, *supra*.

80. Other similarly situated, non-exempt, laborers were entitled to be paid not less than the federally-mandated minimum wage for all time they were “engaged to wait” at Visual Pak Company in individual work weeks.

81. Defendant MVP did not pay Plaintiff Gongora and other similarly situated laborers the federally-mandated minimum wage for all time worked in individual work weeks at Visual Pak Company as specifically set forth in paragraphs 23 – 45, *supra*.

82. Defendant MVP’s failure to pay Plaintiff Gongora and other similarly situated laborers the federally-mandated minimum wage rate for all hours worked in individual work

weeks at Visual Pak Company as specifically set forth in paragraphs 23 – 45, *supra*, was a violation of the FLSA.

83. Plaintiff Gongora and other similarly situated laborers are entitled to recover unpaid minimum wages for time working at Visual Pak Company for up to three years prior to the filing of this lawsuit because Defendant MVP's violation of the FLSA as specifically set forth in paragraphs 23 – 45, *supra*, was willful.

WHEREFORE, Plaintiff Gongora, on behalf of herself and the Four-Hour-Pay-at-Visual-Pak Class, prays for a judgment against Defendant MVP as follows:

- A. That the Court determine that this action may be maintained as a collective action pursuant to Section 216(b) of the FLSA;
- B. A judgment in the amount of the federally-mandated minimum wage rate for all time Plaintiff Gongora and similarly situated laborers were engaged to wait;
- C. Liquidated damages in the amount equal to the unpaid minimum wages;
- D. That the Court declare that Defendant MVP has violated the FLSA;
- E. That the Court enjoin Defendant MVP from further violating the FLSA;
- F. Reasonable attorneys' fees and costs of this action as provided by the FLSA;
- G. Such other and further relief as this Court deems appropriate and just.

#### **COUNT IV**

#### **Violation of the IMWL and IDTLSA – Minimum Wages for Time Engaged to Wait**

*Plaintiff Gongora and the Four-Hour-Pay-at-Visual-Pak Class*

*Class Action*

Plaintiffs incorporate and re-allege paragraphs 1 through 83 as though set forth herein.

84. This Count arises from Defendant MVP's violation of the IMWL for its failure to pay Plaintiff Gongora and other similarly situated laborers the Illinois-mandated minimum wage rate for time they were "engaged to wait" as specifically set forth in paragraphs 23 – 45, *supra*.

85. Defendant MVP assigned Plaintiff Gongora to work at Visual Pak Company in certain work weeks in the three years prior to the filing this lawsuit when Plaintiff Gongora was not utilized as described more fully in paragraphs 23 – 45, *supra*.

86. Defendant MVP directed Plaintiff Gongora to appear at work at Visual Pak Company to be “engaged to wait” without compensation as described more fully in paragraphs 23 – 45, *supra*.

87. Defendant MVP suffered or permitted Plaintiff Gongora to appear at work at Visual Pak Company to be “engaged to wait” without compensation as described more fully in paragraphs 23 – 45, *supra*.

88. Plaintiff Gongora was not exempt from the minimum wage provisions of the IMWL.

89. Plaintiff Gongora was entitled to be paid not less than the Illinois-mandated minimum wage for all time she was “engaged to wait” at Visual Pak Company in individual work weeks.

90. Defendant MVP did not pay Plaintiff Gongora the Illinois-mandated minimum wage for all time she was “engaged to wait” in individual work weeks as described more fully in paragraphs 23 – 45, *supra*.

91. Defendant MVP directed other similarly situated, non-exempt, laborers to appear at work at Visual Pak Company to be “engaged to wait” without compensation as described more fully in paragraphs 23 – 45, *supra*.

92. Defendant MVP suffered or permitted other similarly situated, non-exempt, laborers to appear at work at Visual Pak Company to be “engaged to wait” without compensation as described more fully in paragraphs 23 – 45, *supra*.

93. Other similarly situated, non-exempt, laborers were entitled to be paid not less than the Illinois-mandated minimum wage for all time they were “engaged to wait” at Visual Pak Company in individual work weeks.

94. Defendant MVP did not pay Plaintiff Gongora and other similarly situated laborers the Illinois-mandated minimum wage for all time worked in individual work weeks at Visual Pak Company as specifically set forth in paragraphs 23 – 45, *supra*.

95. Defendant MVP’s failure to pay Plaintiff Gongora and other similarly situated laborers the Illinois-mandated minimum wage rate for all hours worked in individual work weeks at Visual Pak Company as specifically set forth in paragraphs 23 – 45, *supra*, was a violation of the IMWL.

96. Pursuant to Section 12(a) of the IMWL, Plaintiffs and members of the Four-Hour-Pay-at-Visual-Pak Class are entitled to recover unpaid wages and statutory interest for three (3) years prior to the filing of this suit.

97. Pursuant to Section 95(a) of the IDTLSA, Plaintiff Gongora and the Four-Hour-Pay-at-Visual-Pak Class are entitled to recover an equal amount of their unpaid minimum wages as liquidated damages.

WHEREFORE, Plaintiff Gongora, on behalf of herself and the Four-Hour-Pay-at-Visual-Pak Class, prays for a judgment against Defendant MVP as follows:

- A. That the Court determine that this action may be maintained as a class action pursuant to Fed. R. Civ. P. Rule 23(a) and (b);
- B. A judgment in the amount of the Illinois-mandated minimum wage rate for all time Plaintiffs and similarly situated laborers were engaged to wait.
- C. Liquidated damages in an amount equal to the unpaid minimum wages as provided for in the IDTLSA, 820 ILCS 175/95 or, in the alternative, statutory damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. That the Court declare that Defendant MVP has violated the IMWL;

- E. That the Court enjoin Defendant MVP from further violating the IMWL;
- F. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/12 and the IDTLSA, 820 ILCS 175/95;
- G. Such other and further relief as this Court deems appropriate and just.

**COUNT V**  
**Violation of IDTLSA – Four Hour Minimum Pay**  
**Pled in the Alternative to Counts III and IV**  
***Plaintiff Gongora and the Four-Hour-Pay-at-Visual-Pak Class***  
***Class Action***

Plaintiffs incorporate and re-allege paragraphs 1 through 97 as though set forth herein.

98. This Count arises from Defendant MVP's violation of the IDTLSA for MVP's failure to compensate Plaintiff Gongora and members of the Four-Hour-Pay-at-Visual-Pak Class for a minimum of four (4) hours at the agreed upon rate when they were contracted to work by MVP at Visual Pak Company but were not utilized for at least four (4) hours and were not compensated for a minimum of four (4) hours pay pursuant to 820 ILCS 175/30(g) as specifically set forth in paragraphs 23 – 45, *supra*.

99. In the three years prior to the filing of this lawsuit, Defendant MVP contracted Plaintiff Gongora to work at Visual Pak Company but did not utilize her for a minimum of four (4) hours on multiple occasions.

100. On such occasions as specifically set forth in paragraphs 23 – 45, *supra*, Defendant MVP did not pay Plaintiff Gongora and other similarly situated laborers a minimum of four (4) hours pay at the laborer's regular rate of pay.

101. In the three years prior to the filing of this lawsuit, Defendant MVP contracted other similarly situated laborers to work at Visual Pak Company but did not utilize them for a minimum of four (4) hours on multiple occasions.

102. On such occasions as specifically set forth in paragraph 23 – 45, *supra*, Defendant

MVP did not pay other similarly situated laborers a minimum of four (4) hours pay at the laborer's regular rate of pay.

103. Plaintiff Gongora and other similarly situated laborers were entitled to be compensated for a minimum of four (4) hours pay on days in which they were contracted to work but were not utilized for at least four (4) hours.

104. Defendant MVP's failure to compensate Plaintiff Gongora and other similarly situated laborers a minimum of four (4) hours pay for any day they were contracted to work at Visual Pak Company violated Section 30(g) of the IDTLSA.

105. Plaintiff Gongora and the Four-Hour-Pay-at-Visual-Pak Class are entitled to recover four (4) hour minimum pay for any days they were not compensated a minimum of four (4) hours in the three (3) years prior to the filing of this lawsuit an any day they were assigned to work at Visual Pak Company and not utilized.

WHEREFORE, Plaintiff Gongora, on behalf of herself and the Four-Hour-Pay-at-Visual-Pak Class prays for a judgment against Defendant MVP as follows:

- A. That the Court determine that this action may be maintained as a class action pursuant to Fed. R. Civ. P. Rule 23(a) and (b);
- B. A judgment for Plaintiff Gongora and the Four-Hour-Pay-at-Visual-Pak Class in the amount of the underpayment of the four (4) hour minimum payment requirement of section 30(g) of the IDTLSA;
- C. Liquidated damages in an amount equal to the unpaid portion of the four (4) hour minimum payment required as provided for in the IDTLSA, 820 ILCS 175/95;
- D. That the Court declare that Defendant MVP has violated section 30(g) of the IDTLSA;
- E. That the Court enjoin Defendant MVP from further violating the IDTLSA;
- F. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95; and
- G. Such other and further relief as this Court deems appropriate and just.

Respectfully submitted,

Dated: January 30, 2020

s/Christopher J. Williams  
Christopher J. Williams (ARDC #6284262)  
National Legal Advocacy Network  
53 W. Jackson Blvd, Suite 1224  
Chicago, Illinois 60604  
(312) 795-9121

Attorney for Plaintiffs

# **EXHIBIT A**

23

**NOTICE OF CONSENT TO BECOME A PARTY PLAINTIFF IN A  
COLLECTIVE ACTION UNDER THE FAIR LABOR STANDARDS ACT**

By my signature below, I represent to the Court that I have been employed by Defendant(s) Personnel Staffing Group LLC dba MWP and Workforce, LLC within the prior three (3) years, that I have not been paid the federally mandated minimum wages by Defendant during the course of my employment, that I have worked for Defendant in excess of forty (40) hours in individual work weeks and that I have not been paid all of the overtime wages owed to me. I authorize through this Consent the filing and prosecution of this Fair Labor Standards Act action in my name and on behalf of all persons similarly situated to myself.

My name is: Hilda Calderon

Signature: Hilda Calderon

Dated: October 26, 2015

Christopher J. Williams  
Alvar Ayala  
Workers Law Office, PC  
53 W. Jackson Blvd, Suite 701  
Chicago, Illinois 60604  
(312) 795-9121 Tel  
(312) 929-2207 Fax

Attorneys for Plaintiffs

# **EXHIBIT C**

## DECLARATION OF ROSA CEJA

I, Rosa Ceja, under penalty of perjury, state based on personal knowledge that the following facts are true and correct:

1. I am over the age of 21 years. I currently reside in Waukegan, Illinois.
2. I was employed with Personnel Staffing Group, LLC d/b/a MVP ("MVP") from about March of 2014 through October of 2014.
3. MVP is in the business of recruiting temporary laborers to fill the temporary or short-term labor needs of its client companies for a fee.
4. During my employment with MVP, I worked as both an Onsite Supervisor at some of MVP's clients in the Waukegan and Niles area and as a Dispatcher in MVP's Elmwood Park dispatch office. In these roles, I was responsible for recruiting temporary laborers to work at MVP's client companies.
5. If a temporary laborer was not paid for all of the hours worked at a client company, the laborer would complain to me or other Dispatchers or Onsites. While I was employed, many MVP laborers complained about not being paid for all of their hours worked. There were frequently problems with the accuracy of the hours recorded by MVP's client companies.
6. When a laborer complained, I would record the missing hours on a "Missing Hours" form. We would then contact the client company to see if we could verify that the laborer had worked the hours they claimed. If we could verify the hours, we would contact MVP's payroll department to let them know about the error. MVP would bill the client company for the missing hours and issue a new check for the hours. This process could take several weeks.

7. These checks were then typically sent to the dispatch office. In my experience, MVP did not contact the laborer whose hours were missing to let him or her know that a check had been issued for those hours, even when the laborer continued to work at one of MVP's client companies. The laborer often did not know that a check had been issued and MVP often did nothing to inform the laborer that the check was available. MVP did not mail the check to the laborer's address on file.

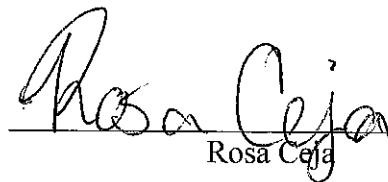
8. After about thirty or sixty days, MVP's corporate office would contact the dispatch office and advise us to void these checks and return the checks to the corporate office. I know from personal experience there were a lot of checks for MVP laborers which were voided.

9. When I worked as an Onsite at one of MVP's clients, SPC, we would often ask Workforce to send us temporary laborers to help us fill orders. If Workforce sent me a new person from their office, they were able to get into MVP's computer system to create an online file for that person. There was a lot of interchange between MVP and Workforce. For example, see the internal phone directories I was given while at MVP showing all the staff for both MVP and Workforce, attached as Exhibits A and B.

10. When I worked as an Onsite at MGA and SPC, there were many occasions when I saw a lot of temporary workers who were brought to those companies for a work assignment, but they were told there was no work for them. They were sent to the cafeteria and had wait for the driver to take them back. To the best of my knowledge, they were not paid for this time or paid for four hours.

11. I am not suffering any impediments and am competent to testify to all of the foregoing.

I declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
Rosa Ceja

Dated: 1/24/17

# **ATTACHMENT 1**

Branch	First Name	Last Name	Title	Direct	Cell	Fax	Email
Arlington, TX	Carlos		Cust Svc/Branch Manager	817-459	817-459		o@psgwork.com
Arlington, TX	Francisco		Dispatcher/Administrative	817-459	817-459		o@psgwork.com
Batesville, MS	Debra		Dispatcher	662-561	662-561	N/A	@psgwork.com
Bonita Spring	Craig	Georganna	Onsite/Offsite	662-563	662-563	N/A	@psgwork.com
Bonita Springs	Esequiel		Onsite/Offsite	239-498	239-498	N/A	@psgwork.com
Bonita, FL	Oscar		Driver/Pavillion Admin	239-498	239-498	N/A	n@psgwork.com
Charlotte, NC	Jennifer	Gonzalez	Office Admin / Dispatcher	561-509	877-320	877-320	o@psgwork.com
Charlotte, NC	Michelle		Sales Representative	980-819	980-949	980-949	o@psgwork.com
Cicero	Arcelia		Recruiting Manager	980-819	980-949	980-949	o@psgwork.com
Cicero	Denise		1 <sup>st</sup> Shift Dispatcher	708-456	708-456	708-456	o@psgwork.com
Cicero	Isle		Branch Lead/CS Rep	708-456	708-456	708-456	o@psgwork.com
Cicero	Janet		2 <sup>nd</sup> Shift Dispatcher	708-456	708-456	708-456	o@psgwork.com
Cicero	Jose		GS Onsite	708-456	708-456	708-456	o@psgwork.com
Cicero	Jose		Driver	N/A	N/A	N/A	o@psgwork.com
Cicero	Lisette		Operations Manager	N/A	N/A	N/A	o@psgwork.com
Cicero	Maribel		1 <sup>st</sup> Shift Dispatcher	708-656	708-656	708-656	o@psgwork.com
Cicero	Maria Yessenia		3 <sup>rd</sup> Shift Dispatcher	708-656	708-656	708-656	o@psgwork.com
Cicero	Monica		1 <sup>st</sup> Shift Dispatcher	708-656	708-656	708-656	o@psgwork.com
Cicero	Roberto		GS 2 <sup>nd</sup> Shift Lead	773-299	N/A	N/A	o@psgwork.com
Cicero	Rosa		GS 1 <sup>st</sup> Shift Lead	708-656	708-656	708-656	o@psgwork.com
Cicero	Sanda		GS 3 <sup>rd</sup> Shift Lead	773-299	N/A	N/A	o@psgwork.com
Joliet	Janet		1 <sup>st</sup> Shift Dispatcher	815-744	815-744	815-744	o@psgwork.com
Joliet	Randy		Branch Manager/CS Rep	815-744	815-744	815-744	o@psgwork.com
MEP	Sandra		2 <sup>nd</sup> Shift Dispatcher	815-744	815-744	815-744	o@psgwork.com
MEP	Iosh		MEP Sales Representative	N/A	N/A	N/A	o@psgwork.com
MEP	India		MEP Payroll Manager	214-592	214-592	214-592	o@psgwork.com
MEP - Arizona	Matt		MEP Phoenix Recruiter	480-625	480-625	480-625	o@psgwork.com
MEP - Arizona	Tina		MEP Phoenix Admin	480-625	480-625	480-625	o@psgwork.com
MEP - Arizona	Tony		MEP Phoenix CRM	480-625	480-625	480-625	o@psgwork.com
MEP - Austin, TX	David		MEP Austin Recruiter	512-501	214-296	214-296	o@psgwork.com
MEP - Dallas, TX	Bryan		MEP COO	972-870	972-870	972-870	o@psgwork.com
MEP - Dallas, TX	Elizabeth		MEP Recruiter	972-870	972-870	972-870	o@psgwork.com
MEP - Dallas, TX	Jennifer		MEP PT Admin/Sales	972-870	972-870	972-870	o@psgwork.com

Branch	First Name	Last Name	Title	Direct	Cell	Fax	Email
MEP - Dallas, TX	Jim		TX VP Operations	972-871			
MEP - Dallas, TX	Kenny		MEP VP Sales	972-871			@psgwork.com
MEP - Dallas, TX	Penelope		MEP Dallas Admin	972-871			@mepstaffing.com
MEP - Houston, TX	Andrea		Office Manager	713-333			@psgwork.com
MEP - Houston, TX	Clinton		MEP Recruiter/ Branch Mgr	512-550			andee@psgwork.com
MEP - Kentucky	Mike		MEP CEO	N/			
MEP - Mississippi	Wendy		MEP Kentucky Sales	N/			
MEP - San Antonio, TX	Galy		MEP Houston CRM	N/			
Meridian, MS	Courtney		MEP - San Antonio Sales	N/			
Meridian, MS	Mabelka		Payroll IHR	601-282			
Milwaukee, WI	Daniel		3 <sup>rd</sup> Shift Dispatcher	414-645			
Milwaukee, WI	DeWayne		3 <sup>rd</sup> Shift Dispatcher	414-645			
Milwaukee, WI	Nicole		1 <sup>st</sup> Shift Dispatcher	414-645			
Milwaukee, WI	Richard		GM/1 <sup>st</sup> Shift Dispatcher	414-645			
Milwaukee, WI	Johanne		Onsite-General Mills	414-645			
Milwaukee, WI	Miguel		GM/2 <sup>nd</sup> Shift Dispatcher	414-645			
MVP360	Jordan		Staffing Specialist	847-663			
MVP360	Lorena		MVP360 Administrative	847-663			
MVP360	Michael		MVP360 Staffing Specialist	847-663			
MVP360	Nicole		MVP360 Manager	847-663			
MVP360	Sam		MVP360 Intern	N/			
MVP360	Sabai		MVP360 Staffing Specialist	847-663			
Nevada	Maria D		Dispatcher	702-293			
Nevada	Rachel		Selling Branch Manager	702-293			
Northbrook	Andra		Corporate CS	847-663			
Northbrook	Bryce		Business Systems Analyst	N/			
Northbrook	Carlos		Senior Accountant	847-663			
Northbrook	Dan		Accounting Supervisor	847-663			
Northbrook	Daniel		Barnett	847-562			
Northbrook	Darion		CEO	847-663			
Northbrook	Grottolo		VP Operations	847-663			
Northbrook	David		Executive Assistant	847-663			
Northbrook	Ed		Compliance Auditor	910-710			
Northbrook	Guadalupe		Payroll Administrator	847-663			
Northbrook	Gustavo		Purchasing Manager	847-663			

Branch	First Name	Last Name	Title	Direct	Cell	Fax	Email
Raleigh, NC	Mike		Driver	919-876	919-876		@psgwork.com
Raleigh, NC	Samantha		Branch Manager	919-876	919-876		@psgwork.com
Santa Ana, CA	Susan		NC Sales Representative	919-876	919-876		@psgwork.com
Santa Ana, CA	Dave		Onsite Staffing Coordinator	714-576	562-394	562-394	@psgwork.com
Santa Ana, CA	Jackie		Branch Manager	714-576	562-394	562-394	@psgwork.com
Santa Ana, CA	Janet		Payroll Admin	714-576	562-394	562-394	@psgwork.com
Santa Ana, CA	Josh		Recruiter/ IT Admin	714-576	562-394	562-394	@psgwork.com
Santa Ana, CA	Roxanne		Recruiter/ Marketing Spec	714-576	562-394	562-394	@psgwork.com
Safety Dpt.	Teresa		Account Manager	714-576	562-394	562-394	@psgwork.com
Safety Dpt.	Bill		Safety Director	847-663	877-296	N/A	@psgwork.com
Sales	Dawn		Safety Service Manager	N/A	N/A	N/A	@psgwork.com
Sales	John		Safety Coordinator	N/A	877-451	N/A	@psgwork.com
Sales	Neila		Safety Manager	847-663	877-451	N/A	@psgwork.com
Sales	Bill		Customer Service Rep	N/A	N/A	N/A	@psgwork.com
Sales	Kim		VP of Sales	N/A	N/A	N/A	@psgwork.com
Sales	Laura		Sales Representative	N/A	N/A	N/A	@psgwork.com
Sales	Patty		Sales Representative	N/A	N/A	N/A	@psgwork.com
Sales	Stephanie		Sales Representative	847-663	813-689	813-689	@psgwork.com
Tampa, FL	Brenda		Dispatcher	847-663	813-689	813-689	@psgwork.com
Tampa, FL	Rita		Office Admin / Dispatcher	813-689	813-689	813-689	@psgwork.com
Virginia	Enrique		Office Admin / Dispatcher	540-238	571-379	571-379	@psgwork.com
Waukegan	Blanca		Clerical 1 <sup>st</sup> & 2 <sup>nd</sup> Shift	847-360	847-360	847-360	@psgwork.com
Waukegan	Gabriela		BMC Onsite	847-360	847-360	847-360	@psgwork.com
Waukegan	Ivette		Office Administrator	847-360	847-360	847-360	@psgwork.com
Waukegan	Josefa		Branch Manager	847-360	847-360	847-360	@psgwork.com
Waukegan	Julio		ABF Onsite	847-360	847-360	847-360	@psgwork.com
Waukegan	Maria		MSA Onsite	847-360	847-360	847-360	@psgwork.com
Waukegan	Neyra		1 <sup>st</sup> & 2 <sup>nd</sup> Shift Dispatcher	847-360	847-360	847-360	@psgwork.com
Waukegan	Norma		3 <sup>rd</sup> Shift Dispatcher	847-360	847-360	847-360	@psgwork.com
Waukegan	Oscar		Visual Pak Onsite	847-360	N/A	N/A	@psgwork.com
Waukegan	Raul		Operations Manager	847-360	847-360	847-360	@psgwork.com
Waukegan	Yessica		Clerical	847-360	847-360	847-360	@psgwork.com
West Chicago	Cesar		2 <sup>nd</sup> Shift Dispatcher	630-289	N/A	N/A	@psgwork.com
West Chicago	Gloria		1 <sup>st</sup> Shift Dispatcher	630-289	630-289	630-289	@psgwork.com
West Chicago	Iseba		Branch Lead / CS Rep	N/A	N/A	N/A	@psgwork.com

Branch	First Name	Last Name	Title	Direct	Cell	Fax	Email
West Palm Beach	Carl		Operations Manager	561-5616	N/	N/	@psgwork.com
West Palm Beach	Christie		Customer Service Rep	561-5616	N/	N/	@psgwork.com
West Palm Beach	Daniel		Dispatcher/Payroll	561-5616	N/	N/	@psgwork.com
West Palm Beach	Josh		Customer Service Rep	561-5616	N/	N/	@psgwork.com
West Palm Beach	Mickey		Payroll Administrator	561-5616	N/	N/	@psgwork.com
West Palm Beach	Rafael		Sales Representative	561-5616	N/	N/	@psgwork.com
West Palm Beach	Ray		Cust Svc/LI Recruiter	561-5616	N/	N/	@psgwork.com
West Palm Beach	Rose		Payroll Administrator	561-5616	N/	N/	@psgwork.com
West Palm Beach	Tristan		Marketing	561-5616	N/	N/	@psgwork.com
WorkForce/Cicero	Esmeralda		Cust Service Rep	708-598-652	N/	N/	@psgwork.com
WorkForce/Cicero	Rosalba		Job Coordinator	708-598-652	N/	N/	@psgwork.com
WorkForce/Cicero	Elizabeth		Job Coordinator	708-598-652	N/	N/	@psgwork.com
WorkForce/Cicero	Angelica		Office Administrator	708-598-652	N/	N/	@psgwork.com
WorkForce/Prospect	Conor		Branch Manager	847-459-8539	N/	N/	@useworkforce.com
WorkForce/Prospect	Soledad		1 <sup>st</sup> Shift Dispatcher	847-459-8539	N/	N/	@useworkforce.com
WorkForce/Prospect	Brenda		1 <sup>st</sup> Shift Dispatcher	847-459-8539	N/	N/	@useworkforce.com
WorkForce/Prospect	Nancy		2 <sup>nd</sup> Shift Dispatcher	847-459-8539	N/	N/	@useworkforce.com
WorkForce/Prospect	Ofelia		2 <sup>nd</sup> Shift Dispatcher	847-459-8539	N/	N/	@useworkforce.com
WorkForce/Prospect	Isela		Customer Service Rep	847-459-8539	N/	N/	@useworkforce.com

# **ATTACHMENT 2**

## Northbrook

## - Administration Staff &amp; Locations -

666 Dundee Rd Suite 201 - Northbrook, IL 60062

Ph# (847) 663-4300 / Fax (847) 562-0422 / Fax (847) 562-0423

Internal Payroll E-Fax # (866) 431-6954 or Email address: [TimeIPS@barnettmgmt.com](mailto:TimeIPS@barnettmgmt.com)

Danny Barnett	Owner / Chairman	847- [REDACTED]	<a href="mailto:dbarnett@barnettmgmt.com">dbarnett@barnettmgmt.com</a>
Darron Grottolo	Illinois Operations Manager	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:Dgrottolo@barnettmgmt.com">Dgrottolo@barnettmgmt.com</a>
Guadalupe [REDACTED]	Elmwood/NC/AGI/Segerdahl/WI Payroll	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Gustavo [REDACTED]	Purchasing Director	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Irma [REDACTED]	Atlanta/Cicero/Joliet/MS Payroll	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>
Lineta [REDACTED]	Credit Manager	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>
Lucy [REDACTED]	GNC/Prospect/Hanover Payroll	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>
Melissa [REDACTED]	Workforce / Hotel Staffing Payroll	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Monika [REDACTED]	Controller	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>
Rose [REDACTED]	Payroll Supervisor	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>
Silvia [REDACTED]	Receptionist	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>
Steve [REDACTED]	CFO	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>
Waleska [REDACTED]	Waukegan/NV Payroll	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>
Yaneth [REDACTED]	Accounts Payable	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>

## Oak Brook

1200 Harger Rd - Suite 820 - Oak Brook, IL 60523

Ph# (630) 218-1000 / Fax (630) 573-0901

Elijah [REDACTED]	President	773- [REDACTED]	<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Elijah [REDACTED]		866- [REDACTED]	
Nathanael [REDACTED]		773-858-8163	<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Nathanael [REDACTED]		866-380-1469	
Julie [REDACTED]	Workers Comp Admin		<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Omayra [REDACTED]	Workers Comp Admin	773-532-9558	<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Omayra [REDACTED]		866-278-3565	

## Safety Division

Bill [REDACTED]	Safety Director	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Danny [REDACTED]	Safety Director		<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Heila [REDACTED]	Safety Manager	Direct [REDACTED] Cell - [REDACTED]	<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>

## Sales / Cust Svc Reps

Aracelie [REDACTED]	Customer Service		<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Bill [REDACTED]			<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>
Brady [REDACTED]	Hotel Staffing Sales		<a href="mailto:[REDACTED]@helpstaffhotels.com">[REDACTED]@helpstaffhotels.com</a>
Ed [REDACTED]	North Carolina Sales		<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>
Jim [REDACTED]	Sales Manager		<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Laura [REDACTED]	Sales		<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Leticia [REDACTED]	Customer Service		
Lissette [REDACTED]	Operations Manager		<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>
Patty [REDACTED]	Sales		<a href="mailto:[REDACTED]@barnettmgmt.com">[REDACTED]@barnettmgmt.com</a>
Stephanie [REDACTED]	Sales		<a href="mailto:[REDACTED]@mvptemp.com">[REDACTED]@mvptemp.com</a>

**- MVP / Illinois Staff & Locations -**

<b>Cicero (Loc. 1)</b>	5637 W. Roosevelt Rd - Cicero, IL 60804 Ph# (708) 656-4166 / E-Fax (847) 725-0038 / <a href="mailto:TimeCIC@mvptemp.com">TimeCIC@mvptemp.com</a> Alternative Fax (708) 656-4429	<b>Payroll Admin / Irma</b>
Maribel [REDACTED]	1st Shift Dispatcher	[REDACTED]@mvptemp.com
Monica [REDACTED]	1st Shift Dispatcher	[REDACTED]@mvptemp.com
Esther [REDACTED]	2nd Shift Dispatcher	[REDACTED]@mvptemp.com
Yesenia [REDACTED]	3rd Shift Dispatcher	[REDACTED]@mvptemp.com
Jose [REDACTED]	Driver	
Vicente [REDACTED]	Driver	
<b>Elmwood Park (Loc. 2)</b>	7514 1/2 W. North Ave. - Elmwood Park, IL 60707 Ph# (708) 456-3400 / E-Fax # (847) 725-0037 / <a href="mailto:TimeEP@mvptemp.com">TimeEP@mvptemp.com</a> Alternantive Fax (708) 456-3434	<b>Payroll Admin / Lupe</b>
Arcelia [REDACTED]	1st Shift Dispatcher	[REDACTED]@mvptemp.com
Jose [REDACTED]	Driver	
Vaneth [REDACTED]	2nd Shift Dispatcher	[REDACTED]@mvptemp.com
<b>Hanover Park (Loc. 12)</b>	1601 Tanglewood Ave Ste 100 - Hanover Park, IL 60133 Ph# (630) 289-3680 / E-Fax (847) 725-0036 / <a href="mailto:TimeHP@mvptemp.com">TimeHP@mvptemp.com</a> Alternantive Fax (630) 289-3684	<b>Payroll Admin / Lucy</b>
Abby [REDACTED]	2nd Shift Dispatcher	[REDACTED]@mvptemp.com
Eve [REDACTED]	1st Shift Dispatcher	[REDACTED]@mvptemp.com
Laura [REDACTED]	Bi_Link Onsite	[REDACTED]@mvptemp.com
<b>Joliet (Loc. 4)</b>	2551 Division Suite 101 - Joliet, IL 60435 Ph# (815) 744-5660 / E-Fax (847) 725-0039 / <a href="mailto:TimeJOL@mvptemp.com">TimeJOL@mvptemp.com</a> Alternantive Fax (815) 744-5790	<b>Payroll Admin / Irma</b>
Janet [REDACTED]	1st Shift Dispatcher	[REDACTED]@mvptemp.com
Randy [REDACTED]	Branch Manager	[REDACTED]@mvptemp.com
Sandra [REDACTED]	2nd Shift Dispatcher	[REDACTED]@mvptemp.com
<b>Prospect Hills (Loc. 11)</b>	65 E. Palatine Rd Suite 213 - Prospect Heights, IL 60070 Ph# (847) 459-8539 / E-Fax (847) 626-9641 / <a href="mailto:TimePH@mvptemp.com">TimePH@mvptemp.com</a> Alternative Fax (847) 459-8665	<b>Payroll Admin / Lucy</b> GNC Payroll / Wally Segerdahl Payroll / Lupe
Ariel [REDACTED]	Segerdahl Onsite	[REDACTED]@mvptemp.com
Brenda [REDACTED]	2nd Shift Dispatcher	[REDACTED]@mvptemp.com
David [REDACTED]	Branch Manager	[REDACTED]@barnettmgmt.com
Ofelia [REDACTED]	3rd Shift Dispatcher	
Soledad [REDACTED]	1st Shift Dispatcher	[REDACTED]@mvptemp.com
<b>Waukegan (Loc. 3)</b>	2151 Belvidere Road - Waukegan, IL 60085 Ph# (847) 360-9749 / E-Fax (847) 897-2058 / <a href="mailto:timeWAU@mvptemp.com">timeWAU@mvptemp.com</a> Alternative Fax (847) 360-0840	<b>Payroll Admin / Wally</b>
Ivette [REDACTED]	Clerical	[REDACTED]@mvptemp.com
Josefa [REDACTED]	Branch Manager	[REDACTED]@mvptemp.com
Julio [REDACTED]	Onsite - ABF, Trinity	[REDACTED]@mvptemp.com
Neyra [REDACTED]	Clerical	[REDACTED]@mvptemp.com
Norberto [REDACTED]	Dispatcher	[REDACTED]@mvptemp.com
Oscar [REDACTED]	Oniste Coordinator	
Patricia [REDACTED]	Bolke Coordinator	[REDACTED]@mvptemp.com
Raul [REDACTED]	Operations Manager	[REDACTED]@mvptemp.com

# **EXHIBIT D**

WWW.CYBERDRIVEILLINOIS.COM

**JESSE WHITE**  
SECRETARY OF STATE



## LLC FILE DETAIL REPORT

Entity Name	PERSONNEL STAFFING GROUP, LLC	File Number	01883909
Status	ACTIVE	On	04/22/2015
Entity Type	LLC	Type of LLC	Foreign
File Date	06/12/2006	Jurisdiction	FL
Agent Name	CARTER A KOREY	Agent Change Date	10/28/2010
Agent Street Address	20 S CLARK #500	Principal Office	666 DUNDEE RD STE 201 NORTHBROOK, IL 60062
Agent City	CHICAGO	Management Type	MBR <a href="#">View</a>
Agent Zip	60603	Duration	PERPETUAL
Annual Report Filing Date	04/22/2015	For Year	2015
Assumed Name	ACTIVE - MVP <b>INACTIVE</b> - ALLIANCE HR ACTIVE - MVP 360 <b>INACTIVE</b> - HOTEL STAFFING SOLUTIONS ACTIVE - MOST VALUABLE PERSONNEL <b>INACTIVE</b> - MVP USA <b>INACTIVE</b> - PAY SOURCE <b>INACTIVE</b> - INTERACTIVE PROJECT SOLUTIONS <b>INACTIVE</b> - COMPLETE TEMPORARY LABOR <b>INACTIVE</b> - HOTEL STAFFING SOLUTIONS <b>INACTIVE</b> - MOST VALUABLE PERSONNEL		
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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SECRETARY OF STATE



**LLC MEMBERS**

<b>Entity Name</b>	PERSONNEL STAFFING GROUP, LLC	<b>File Number</b>	01883909
<b>Name</b>	<b>Address</b>		
BARNETT, DANIEL S	1751 LAKE COOK ROAD, SUITE 600, DEERFIELD, IL - 60015		

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# **EXHIBIT E**

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## LLC FILE DETAIL REPORT

Entity Name	MVP WORKFORCE, LLC	File Number	02577429
Status	ACTIVE	On	09/28/2015
Entity Type	LLC	Type of LLC	Foreign
File Date	10/03/2008	Jurisdiction	DE
Agent Name	JOEL G SHAPIRO, ESQ.	Agent Change Date	09/25/2013
Agent Street Address	150 S WACKER DR SUITE 1500	Principal Office	666 DUNDEE RD STE 103 NORTHBROOK, IL 60062
Agent City	CHICAGO	Management Type	MGR <a href="#">View</a>
Agent Zip	60606	Duration	PERPETUAL
Annual Report Filing Date	09/28/2015	For Year	2015
Assumed Name	INACTIVE - HOTEL STAFFING SOLUTIONS ACTIVE - WORKFORCE LLC		
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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## OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE  
SECRETARY OF STATE

## LLC MANAGERS

Entity Name	MVP WORKFORCE, LLC	File Number	02577429
Name	Address		
GOULD, LAWRENCE	666 DUNDEE RD STE 103, NORTHBROOK, IL - 60062		
BARNETT, DANIEL	666 DUNDEE RD STE 103, NORTHBROOK, IL - 60062		

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# **EXHIBIT F**



**2010 DAY & TEMPORARY LABOR SERVICES AGENCY**  
**APPLICATION**

Illinois Department of Labor  
 Fair Labor Standards Division  
 160 North LaSalle, Suite C-1300  
 Chicago, IL 60601-3150

DEC 29 2009

Illinois Department of Labor  
 CHICAGO OFFICE

Telephone #: (312) 793-2804 - Fax #: (312) 814-1210

Office  
Use  
Only

Date Received:

**TYPE OF APPLICATION:**  New  Renewal

**APPLICATION IS HEREBY MADE ON BEHALF OF:**

(If a corporation, please attach a copy of the current articles of incorporation and the current by-laws)

(If a L.L.C., please attach a copy of articles of organization, and the operating agreement)

<input type="checkbox"/> Corporation	Name:	Fein#
<input type="checkbox"/> Sole Proprietorship	Name:	Fein/SS#
<input type="checkbox"/> Partnership	Name:	Fein#
<input checked="" type="checkbox"/> Limited Liability Company (L.L.C.)	Name: PERSONNEL STAFFING GROUP LLC d/b/a MOST VALUABLE PERSONNEL	Fein# 01 0759364
<input type="checkbox"/> Other		Fein/SS#

What Was Your First Date of Operation? 6/1/06

Expiring:

Name Under Which Business Will Operate:	<u>MOST VALUABLE PERSONNEL</u>		
Street Address (Not a P. O. Box):	<u>1606 DUNDEE RD</u>		County: <u>LAKE</u>
City:	<u>NORTHSIROOK</u>	State: <u>IL</u>	Zip Code: <u>60062</u>
E-Mail Address:	<u>ewilde@mvttemp.com</u>		
List all telephone numbers used by the agency, all incoming and outgoing lines (attach an additional sheet of paper if necessary):			
Telephone #:	<u>847 663 4300</u>	Telephone #:	
Telephone #:	<u>847 663 4303</u>	Fax #:	<u>847 562 0422</u>

Fee Received:

Check #:

List any other business owned or operated in whole or in part (attach an additional sheet of paper if necessary):

Private Employment Agency  Other (please specify):

Name:	<u>MVP WORKFORCE LLC</u>		
City:	<u>NORTHSIROOK</u>	State: <u>IL</u>	Zip Code: <u>60062</u>
Telephone #:	<u>847 663 4300</u>	Fax #:	<u>847 562 0422</u>

Has this agency ever been licensed under another name(s)? If yes, please provide name(s):

Approximate #of individuals/laborers the Day & Temporary Labor Service Agency intends to employ <u>800</u>			
Type of Facilities Served:	<u>WAREHOUSE, PACKAGING, ASSEMBLY</u>		

Total Number of W-2s to be Mailed January 2010 9000What was the date when first individuals/laborers dispatched to a Third Party Employer? 6/1/06

List your Illinois Unemployment Insurance Account Number issued by the Illinois Department of Employment Security.	UI Account Number: <u>4404203</u>	
Will any form of transportation be provided? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	If yes, please provide proof of financial responsibility pursuant to Chapter 8 of the Illinois Vehicle Code (a copy of your insurance policy must be enclosed).	
*List your Workers' Compensation Insurance Carrier (*Provide the following information: name of insurance carrier, policy number and the dates of coverage or if you are a self-insured company, a copy of the certificate of approval issued by the Illinois Workers' Compensation Commission.).	<u>Dallas National</u> (Insurance Carrier) Policy # <u>DWC 02 000506</u> Policy effective from <u>6/30/09</u> to <u>6/30/10</u>	
The person who is to have the general management of the agency is:		
Name:		
Address:		
City:	State:	Zip Code:
Telephone:	Fax #:	
Registered Agent:	<input type="checkbox"/> Corporate	<input type="checkbox"/> LLC
Name:	<u>George Saenz</u>	
Address:	<u>45 SW 24th</u>	
City:	<u>Miami</u>	State: <u>FL</u> Zip Code: <u>33129</u>
Telephone:	<u>305 856 4924</u>	Fax #:
Applicant is:		
1. <input type="checkbox"/> An Individual, and will conduct his/her agency as a sole proprietorship:		
Name:		
Address:		
City:	State:	Zip Code:
2. <input type="checkbox"/> A Partnership, list names of all managing partners (attach additional sheets if needed):		
Name:		
Address:		
City:	State:	Zip Code:
3.. <input checked="" type="checkbox"/> A Limited Liability Company originated and existing under the laws of the State of <u>FL</u> , and if a foreign L.L.C., said L.L.C. is admitted to do business in Illinois.		

List all Managers of the L.L.C. (attach additional sheets if necessary).					
Manager:	<i>Daniel Barrett</i>				
Address:	<i>176 Forest Ave</i>				
City:	<i>Winnetka</i>	State:	<i>IL</i>	Zip Code:	<i>60093</i>
Telephone #:	<i>847 663 4300</i>	Fax #:		<i>847 562 0422</i>	
Manager:					
Address:					
City		State:		Zip Code	
Telephone #:	Fax #:				
Manager:					
Address:					
City:		State:		Zip Code:	
Telephone #:	Fax #:				
Manager:					
Address:					
City:		State:		Zip Code:	
Telephone #:	Fax #:				
Manager:					
Address:					
City:		State:		Zip Code:	
Telephone #:	Fax #:				
Manager:					
Address:					
City:		State:		Zip Code:	
Telephone #:	Fax #:				
Manager:					
Address:					
City:		State:		Zip Code:	
Telephone #:	Fax #:				
Manager:					
Address:					
City:		State:		Zip Code:	
Telephone #:	Fax #:				
Manager:					
Address:					
City:		State:		Zip Code:	
Telephone #:	Fax #:				

4.  A Corporation, incorporated under the laws of the State of \_\_\_\_\_  
 on \_\_\_\_\_, \_\_\_\_\_, and if a foreign corporation is authorized to business in the state of Illinois.

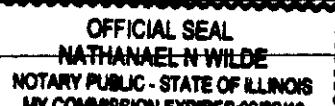
List officers and shareholders owning more than five percent (5%) of the corporation's stock (attach additional sheets if necessary).

President:			
Address:			
City:	State:	Zip Code:	
Telephone #:	% of stock owned:		
CEO:			
Address:			
City	State:	Zip Code	
Telephone#:	% of stock owned		
Secretary:			
Address:			
City:	State:	Zip Code:	
Telephone #:	% of stock owned:		
Treasurer:			
Address:			
City:	State:	Zip Code:	
Telephone #:	% of stock owned:		

The undersigned certifies and affirms that he/she has read and understands the contents of this application and shall abide by all terms and conditions stated in any part of the form (instructions, filing requirements and licensing information) and that the undersigned is an owner or manager of the business and is sufficiently familiar with the ownership, management, control and other aspects of the business to accurately and completely fill out the form. Also affirms that the undersigned is not operating or transacting business at a location within 1,000 feet of a school building or a building in which a Boys and Girls Club is located; or real property comprising a school or a Boys and Girls Club in a municipality with more than 1,000,000 inhabitants unless registered with the Department of Labor prior to January 1, 2008 and received an occupancy permit for a location from a municipality prior to January 1, 2008. Further, the undersigned swears or affirms that the information provided is true and current at the time of the signing and that the person signing is authorized to do so.

The undersigned certifies that the applicant is an individual 18 years of age or older. The undersigned certifies that the applicant is in compliance with the Illinois Wage Payment and Collection Act (820 ILCS 115) and state and federal laws relating to employee compensation and overtime compensation (Illinois Minimum Wage Law, 820 ILCS 105), social security taxes, state and federal income taxes, workers' compensation (Workers' Compensation Act 820 ILCS 305), and unemployment taxes (Unemployment Insurance Act, 820 ILCS 405).

Check one only:  Sole Owner  Partner  Authorized Corporate Officer  Manager

Signature:		
Name:	DANIEL BARNETT	
Title:	CHAIRMAN	
Date:	10-15-09	
		

This application or renewal must be accompanied by a certified check, cashier's check or money order in the amount of \$1,000 for each agency and \$250 for each office location listed on pages 5-, and any additional pages.

List the name and location of each office from which services will be provided and name of the person in charge of its office (attach additional sheets of paper if necessary):

Name:	MVP	Person Name:	david garrett	
Address:	65 e Palatine Rd #213			
City:	Prospect Heights	State:	IL	Zip Code:
Telephone #:	847 459 8539	Fax #:	847 459 8665	

Name:	MVP	Person Name:	Samantha Cuenca	
Address:	5637 W Roosevelt			
City:	Cicero	State:	IL	Zip Code:
Telephone #:	708 656 4166	Fax #:	708 656 4299	

Name:	MVP	Person Name:	Ray Romero	
Address:	1641 Irving Park Rd			
City:	Hanover Park	State:	IL	Zip Code:
Telephone #:	630 289 3680	Fax #:	630 289 3684	

Name:	MVP	Person Name:	Gustavo Aguirre	
Address:	2434 N Harlem			
City:	Elmwood Park	State:	IL	Zip Code:
Telephone #:	708 456 3400	Fax #:	708 456 3434	

Name:	MVP	Person Name:	Randy Giovannelli	
Address:	2551 Division #1010			
City:	Joliet	State:	IL	Zip Code:
Telephone #:	815 744 5660	Fax #:	815 744 5790	

Name:	MVP	Person Name:	Josefa Rodriguez	
Address:	2151 Belvidere Rd			
City:	Waukegan	State:	IL	Zip Code:
Telephone #:	847 360 9749	Fax #:	847 360 0840	

Name:	HOTEL STAFFING Solutions	Person Name:	BRADY Isaacson	
Address:	65 e Palatine Rd #213			
City:	Prospect Heights	State:	IL	Zip Code:
Telephone #:	847 459 8539	Fax #:	847 459 8665	



**INSCO INSURANCE SERVICES, INC.**

Underwriting Manager for:  
Developers Surety and Indemnity Company  
Indemnity Company of California  
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300  
[www.inscoDico.com](http://www.inscoDico.com)

**CONTINUATION CERTIFICATE**

In Consideration of the premium charged, DEVELOPERS SURETY AND INDEMNITY COMPANY, as surety, hereby continues in force  
Bond No. 772043C, dated 12/31/08, in the amount of FIVE THOUSAND Dollars (\$5,000.00), on behalf of PERSONNEL STAFFING GROUP, LLC, as Principal, in favor of ILLINOIS DEPARTMENT OF LABOR, as obligee, for the period beginning DECEMBER 31, 2009 and ending DECEMBER 31, 2010, subject to all the terms and conditions of said bond.

PROVIDED that the liability of DEVELOPERS SURETY AND INDEMNITY COMPANY, as surety, shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the terms of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuation thereof.

Signed, sealed and dated this 28th day of December, 2009.

DEVELOPERS SURETY AND INDEMNITY COMPANY  
Surety

By:   
Stephanie C. Anderson, Attorney-in-Fact

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725 IRVINE CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS that as except as expressly limited DEVELOPERS SURETY AND INDEMNITY COMPANY do each hereby make, constitute and appoint

\*\*\*Stephanie C. Anderson, John Davis, James F. Nielsen, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact pursuant to these presents are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of January 1st, 2008

RESOLVED that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney qualifying the attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship, and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED FURTHER that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF DEVELOPERS SURETY AND INDEMNITY COMPANY have severally caused these presents to be signed by their respective Vice President and attested to, their respective Assistant Secretary this January 1st, 2008

By [REDACTED]  
Daniel Young, Vice President

By [REDACTED]  
Gregg Okura, Assistant Secretary

State of California  
County of Orange

On August 13th, 2008

Date

before me

Jenny TT Nguyen, Notary Public  
Here insert Name and Title of the Officer

personally appeared

Stephen T. Pale and Gregg Okura  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of whom the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and date:

Signature

CERTIFICATE

The undersigned, as Senior Vice President of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 28 day of December, 2008.

By [REDACTED]  
Stephen T. Pale, Senior Vice President

C-1438(Wef)(Rev 10/11)

# **EXHIBIT G**



## DAY &amp; TEMPORARY LABOR SERVICES AGENCY APPLICATION

Illinois Department of Labor  
Fair Labor Standards Division  
160 North LaSalle, Suite C-1300  
Chicago, IL 60601-3150

RECEIVED  
DEC 31 2015

DOL.DayLabor@illinois.gov - Phone: (312) 793-7837 Illinois Dept. of Labor  
CHICAGO OFFICE

TYPE OF APPLICATION:  New  Renewal

## APPLICATION IS HEREBY MADE ON BEHALF OF:

(If a corporation, please attach a copy of the current articles of incorporation and the current by-laws)

(If a L.L.C., please attach a copy of articles of organization, and the operating agreement)

<input type="checkbox"/> Corporation	Name	Fein#
<input type="checkbox"/> Sole Proprietorship	Name	Fein/SS#
<input type="checkbox"/> Partnership	Name	Fein#
<input checked="" type="checkbox"/> Limited Liability Company (L.L.C.)	Name PERSONNEL STAFFING GROUP, LLC	Fein# 01-0759364
<input type="checkbox"/> Other		Fein/SS#

What Was Your First Date of Operation? 6/1/06

Name Under Which Business Will Operate	MVP WORKFORCE LLC			
Street Address (Not a PO Box)	1751 LAKE COOK ROAD # 600		New add	
City	DEERFIELD	State	IL	Zip Code
E-Mail Address	ewilde@mvpstaffing.com			
List all telephone numbers used by the agency, all incoming and outgoing lines (attach an additional sheet of paper if necessary):				
Telephone #	847-663-4300	Telephone #		
Telephone #		Fax #		

Office Use Only

Date Received

Expiring

Fee Received

Check #

List any other business owned or operated in whole or in part (attach an additional sheet of paper if necessary)

Private Employment Agency  Other (please specify):

Name	MVP WORKFORCE LLC			
City	DEERFIELD	State	IL	Zip Code
Telephone #:	847-663-4316	Fax #		

Has this agency ever been licensed under another name(s)? If yes, please provide name(s):

Approximate #of individuals/laborers the Day & Temporary Labor Service Agency intends to employ 10000

Type of Facilities Served:	OFFICE, WAREHOUSE, PRODUCTION			
----------------------------	-------------------------------	--	--	--

Total Number of W-2s to be Mailed January 2016 10000

What was the date when first individuals/laborers dispatched to a Third Party Employer? 6/1/06

List your Illinois Unemployment Insurance Account Number issued by the Illinois Department of Employment Security.

UI Account Number: 4404203

Will any form of transportation be provided?  
No  Yes

If yes, please provide proof of financial responsibility pursuant to Chapter 8 of the Illinois Vehicle Code (a copy of your insurance policy must be enclosed).

\*List your Workers' Compensation Insurance Carrier  
(\*Provide the following information: name of insurance carrier, policy number and the dates of coverage or if you are a self-insured company, a copy of the certificate of approval issued by the Illinois Workers' Compensation Commission.)

ZURICH

(Insurance Carrier)

Policy # WC466477304

Policy effective from 6/30/15 to 6/30/16

The person who is to have the general management of the agency is:

Name	<u>PETER RODMAN</u>				
Address	<u>1751 LAKE COK ROAD #600</u>				
City	<u>DEERFIELD</u>	State	<u>IL</u>	Zip Code	<u>60015</u>
Telephone	<u>847-463-4300</u>	Fax #			

Registered Agent  Corporate  LLC

Name	<u>GEORGE SAENZ</u>				
Address	<u>350 S MIAMI AVE #102</u>				
City	<u>MIAMI</u>	State	<u>FL</u>	Zip Code	<u>33130</u>
Telephone	<u>305-801-8760</u>	Fax #	<u>305-424-9495</u>		

Applicant is:

1.  An individual, and will conduct his/her agency as a sole proprietorship

Name					
Address					
City	State		Zip Code		

2.  A Partnership, list names of all managing partners (attach additional sheets if needed)

Name					
Address					
City	State		Zip Code		

3.  A Limited Liability Company originated and existing under the laws of the State of FL, and if a foreign L.L.C., said L.L.C. is admitted to do business in Illinois.

List all Managers of the L.L.C. (attach additional sheets if necessary).

Manager	<u>DANIEL BARNETT</u>			
Address	<u>1751 LAKE COOK ROAD #600</u>			
City	<u>DEERFIELD</u>	State	<u>IL</u>	Zip Code:
Telephone #	<u>847-663-4300</u>	Fax #		
Manager				
Address				
City		State		Zip Code:
Telephone #		Fax #		
Manager				
Address				
City		State		Zip Code:
Telephone #		Fax #		
Manager				
Address				
City		State		Zip Code:
Telephone #		Fax #		
Manager				
Address				
City		State		Zip Code:
Telephone #		Fax #		
Manager				
Address				
City		State		Zip Code:
Telephone #		Fax #		
Manager				
Address				
City		State		Zip Code:
Telephone #		Fax #		
Manager				
Address				
City		State		Zip Code:
Telephone #		Fax #		
Manager				
Address				
City		State		Zip Code:
Telephone #		Fax #		

4.  A Corporation, incorporated under the laws of the State of \_\_\_\_\_  
 on \_\_\_\_\_, \_\_\_\_\_, and if a foreign corporation is authorized to business in the state of Illinois.

List officers and shareholders owning more than five percent (5%) of the corporation's stock (attach additional sheets if necessary).

President			
Address			
City	State		Zip Code:
Telephone #	% of stock owned		
CEO			
Address			
City	State		Zip Code
Telephone#	% of stock owned		
Secretary			
Address			
City	State		Zip Code:
Telephone #	% of stock owned		
Treasurer			
Address			
City	State		Zip Code:
Telephone #	% of stock owned		

The undersigned certifies and affirms that he/she has read and understands the contents of this application and shall abide by all terms and conditions stated in any part of the form (instructions, filing requirements and licensing information) and that the undersigned is an owner or manager of the business and is sufficiently familiar with the ownership, management, control and other aspects of the business to accurately and completely fill out the form. Also affirms that the undersigned is not operating or transacting business at a location within 1,000 feet of a school building or a building in which a Boys and Girls Club is located; or real property comprising a school or a Boys and Girls Club in a municipality with more than 1,000,000 inhabitants unless registered with the Department of Labor prior to January 1, 2008 and received an occupancy permit for a location from a municipality prior to January 1, 2008. Further, the undersigned swears or affirms that the information provided is true and current at the time of the signing and that the person signing is authorized to do so.

The undersigned certifies that the applicant is an individual 18 years of age or older. The undersigned certifies that the applicant is in compliance with the Illinois Wage Payment and Collection Act (820 ILCS 115) and state and federal laws relating to employee compensation and overtime compensation (Illinois Minimum Wage Law, 820 ILCS 105), social security taxes, state and federal income taxes, workers' compensation (Workers' Compensation Act 820 ILCS 305), and unemployment taxes (Unemployment Insurance Act, 820 ILCS 405).

Check one only:  Sole Owner  Partner  Authorized Corporate Officer  Manager

Signature	
Name	E. Wilde
Title	President
Date	12-20-15

This application or renewal must be accompanied by a certified check, cashier's check or money order in the amount of \$1,000 for each agency and \$250 for each office location listed on pages 5-, and any additional pages.

Personnel Staffing Group, LLC	Most Valuable Personnel	226 S. Sheridan Rd.	Waukegan	IL	60085
Personnel Staffing Group, LLC	Most Valuable Personnel	2551 Division, Suite 106	Joliet	IL	60435
Personnel Staffing Group, LLC	Most Valuable Personnel	5637 W. Roosevelt Rd.	Cicero	IL	60804
Personnel Staffing Group, LLC	Most Valuable Personnel	237 Cedar Lake Rd.	Round Lake	IL	60073

These locations were transferred to  
Elite Staffing.  
We are no longer operating from them.  
This sheet is included as an FYI so you  
know why we are not renewing them.

List the name and location of each office from which services will be provided and name of the person in charge of its office (attach additional sheets of paper if necessary)

Name	B	Person Name	PETER RUDMAN		
Address	7514 B W. NORTH AVE OK				
City	ELMWOOD PARK	State	IL	Zip Code	60707
Telephone #		Fax #			

Name	B	Person Name	PETER RUDMAN		
Address	9777 GRAND AVE NEW ADDRESS				
City	FRANKLIN PARK	State	IL	Zip Code	60131
Telephone #		Fax #			

Name		Person Name			
Address					
City		State		Zip Code	
Telephone #		Fax #			

Name		Person Name			
Address					
City		State		Zip Code	
Telephone #		Fax #			

Name		Person Name			
Address					
City		State		Zip Code	
Telephone #		Fax #			

Name		Person Name			
Address					
City		State		Zip Code	
Telephone #		Fax #			

Name		Person Name			
Address					
City		State		Zip Code	
Telephone #		Fax #			



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: <b>Chris Ernstes</b>	
Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-		PHONE (A/C No. Ext): (312) 625-5656	FAX (A/C No.): (847) 440-9126
		E-MAIL ADDRESS: cernstes@assuranceagency.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
Personnel Staffing Group, LLC dba MVP 6866 Dundee Road, Suite 201 Northbrook IL 60062		INSURER A: Zurich American Insurance Co	16535
		INSURER B: Philadelphia Indemnity Ins Co	18058
		INSURER C: Federal Insurance Co	20281
		INSURER D: American Zurich Insurance Co	40142
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1057863040

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY		PHPK1358121	6/30/2015	6/30/2016	EACH OCCURRENCE	\$2,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ex occurrence)	\$1,000,000
		CLAIMS-MADE X OCCUR				MED EXP (Any one person)	\$20,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY	X PROJECT X LOC					
B	AUTOMOBILE LIABILITY		PHPK1358121	6/30/2015	6/30/2016	COMBINED SINGLE LIMIT (Ex accident)	\$1,000,000
	ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS	X SCHEDULED AUTOS NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
B	X UMBRELLA LIAB X OCCUR		PHUB505274	6/30/2015	6/30/2016	EACH OCCURRENCE	\$15,000,000
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE	\$15,000,000
	DED X RETENTION \$10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC466477304 WC466477404	6/30/2015 6/30/2015	6/30/2016 6/30/2016	X WC STATUTORY LIMITS	OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A			E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Crime/Fidelity Bond		82119630	6/30/2015	6/30/2016	Each Occurrence	\$1,000,000
B	Professional Liability		PHPK1358121	6/30/2015	6/30/2016	\$1,000,000/Claim	\$15,000 Deduct
B	Employment Practices Liab		PHSD1055289	6/30/2015	6/30/2016	\$1,000,000	\$25,000 Retenin

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

SAMPLE *** *****	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE [Redacted]

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State of Illinois

Illinois Department of Labor



## Day & Temporary Labor Services Agency Surety Bond

Illinois Department of Labor  
 Fair Labor Standards Division  
 Michael A. Bilandic Building  
 160 North LaSalle, Suite C-1300  
 Chicago, Illinois 60601-3150  
 Tel # (312) 793-2800  
 Fax# (312) 814-1210

Office Use Only

File #:   
 Verified By:   
 Date Received:

### Be It Hereby Known

BOND NO. 71632594

That Personnel Staffing Group, LLC  
 (PRINCIPAL-NAME of sole owner, partners or corporation)

doing business under the NAME and STYLE of \_\_\_\_\_

Located at 666 Dundee Rd., Ste. 201, in the \_\_\_\_\_City of Northbrook County of Cook

and State of Illinois, hereinafter referred to as principal, and \_\_\_\_\_

WESTERN SURETY COMPANY

Bond Company

As sureties, are held and firmly bound unto the People of the State of Illinois, in the sum of FIVE THOUSAND DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our successors, heirs, executors and administrators, jointly and severally, firmly, by this instrument one year from December 31, 2015.

Whereas the above bound principal is desirous of being licensed by the Illinois Department of Labor to operate and maintain a Day or Temporary Labor Services Agency from the approval and issuance of the license dated contemporaneously with this instrument, it is a condition of this obligation that said principal shall act in accordance with the DAY AND TEMPORARY LABOR SERVICES ACT 820 ILCS 175/1 et seq. and the applicable Rules of the Illinois Department of Labor 56 ILL. ADMIN. CODE 260.100 et seq.

Now if the said principal shall faithfully observe all the duties, terms, conditions, provisions or requirements of the laws in relation to said day and temporary labor service agencies, then is obligation is to be void; otherwise it is to be in full force and effect.

If the surety herein shall so elect, this bond may be conditionally cancelled at any time by the surety herein filing with the Department of Labor of the State of Illinois and by certified mail to the above principal a sixty (60) day written notice of such conditional cancellation, but said surety so filing said notice shall not be discharged from any liability already accrued under this bond or which shall accrue there under before the expiration of said sixty (60) day period.

Witness our hands and Seals this 4th day of September, A.D. 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat,  
 Vice President

Signature Attorney-in-fact

Signature of PRINCIPAL - Name of sole owner, partner or corporate officer

IL452DL07

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls, Vice President  
State of South Dakota, its regularly elected Vice President  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One DAY AND TEMPORARY LABOR SERVICES AGENCY

bond with bond number 71632594

for PERSONNEL STAFFING GROUP, LLC

as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 4th day of September,  
2015.

ATTEST

L. Nelson, Assistant Secretary

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 4th day of September, 2015, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Nelson  
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the  
voluntary act and deed of said Corporation.

S. PETRIK  
NOTARY PUBLIC  
SOUTH DAKOTA

My Commission Expires August 11, 2016

Form F1975-1-2012

Notary Public



# EXHIBIT H

DECLARATION OF JOSE VICTOR LOPEZ

I, Jose Victor Lopez, under penalty of perjury, state based on personal knowledge that the following facts are true and correct:

1. I am over the age of 21 years and currently reside in Illinois.
2. I was employed with Personnel Staffing Group, LLC d/b/a MVP (“MVP”) and W2 Enterprises, LLC (“W2”) as a driver. As part of my duties, I also performed work for a related staffing agency called MVP Workforce, LLC (“Workforce”). I have been employed by MVP since 1996 to 2015.
3. In about 2013, I was primarily assigned to work out of a MVP Dispatch Office located in Cicero, Illinois. Before that I worked at other offices in Elmwood Park and Franklin Park, Illinois.
4. I and all of the other drivers employed by W2, MVP and Workforce were supervised by Esteban Ibarra, who I believe was employed by MVP.
5. The van I drove was registered to and the insurance was in the name of W2.
6. Initially, when I was hired by MVP, I was paid by W2, even though I was supervised by a MVP employee and worked for MVP and Workforce.
7. Sometime in about 2014, I was told to fill out an application for MVP and I began to be paid by MVP, although my job duties and supervision did not change.
8. While I was employed as a driver, I was regularly directed to pick up temporary laborers from the Workforce office and bring them and MVP laborers to a MVP or Workforce client company.
9. There were times where I would be assigned to transport temporary laborers from Workforce’s offices to a MVP client. For example, for several weeks I was assigned to drive

Workforce laborers to the MVP client company Visual Pak.

10. I was often directed by Esteban or dispatchers from the MVP and Workforce offices to pick up laborers who had been sent to work at a client company but weren't used.

11. I know from personal experience that there were a lot of times when MVP sent to many workers and a lot were sent home. I know that they did not get paid for this time because they would complain to me. This happened a lot at a company called ARI.

12. On several occasions, I was directed to recruit temporary laborers for both MVP and Workforce clients. For example, in 2015, I was instructed to recruit temporary laborers for a company called Segerdahl, which I believe to be a Workforce client.

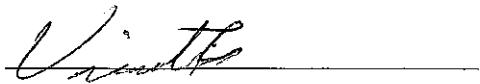
13. Throughout my employment, about twice a year, there were meetings for all of the drivers from both MVP and Workforce together. The meetings were run by Esteban Ibarra and later also by Ron, last name unknown, a MVP manager. The purpose of the meeting was to instruct the drivers on the performance of their duties, including coordinating the recruitment and transportation of temporary laborers from both MVP and Workforce to the client companies of both MVP and Workforce.

14. In or about May 2015, there was a meeting for both MVP and Workforce drivers at MVP's office in Elmwood Park office. We were told that the purpose of the meeting was to inform all of the drivers that MVP and Workforce were opening a new location in Franklin Park, Illinois. They told us that most of the accounts for MVP and Workforce were going to be run out of out of this office and that the drivers would be assigned to transport laborers to and from this office more frequently.

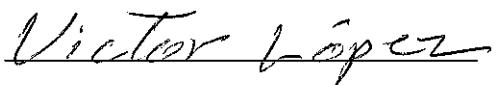
15. I am not suffering any impediments and am competent to testify to the foregoing. Spanish is my primary language. This declaration was made with the assistance of a translator.

I declare under penalty of perjury that the foregoing is true and correct.

Signature:



Print Name:



Dated: 12/21/16

# **EXHIBIT I**

## DECLARATION OF HILDA CALDERON

I, Hilda Calderon, under penalty of perjury, state based on personal knowledge that the following facts are true and correct:

1. I am over the age of 21 years and currently reside in Prospect Heights, Illinois.
2. I was employed with Personnel Staffing Group, LLC d/b/a MVP ("MVP") and MVP Workforce, LLC ("Workforce") from about 2005.
3. I began seeking work from MVP and Workforce's Prospect Heights Office located at 65 E Palatine Rd, #213, Prospect Heights, IL 60070 in or about 2005. The Prospect Heights Office is pictured in Exhibit A. On the sign at the entrance of the strip mall, it says MVP is in #213. However, on the door of #213, it says Workforce.
4. I have been assigned to work at different client companies from the Prospect Heights office, including Segerdahl, Penray and American Marketing Services. I usually receive different checks depending on where I am assigned to work, with some saying "MVP-Northbrook, IL" and others saying "Workforce LLC – Northbrook, IL" on top of them. *See*, for example, Exhibit B (showing checks for two weeks in October of 2013, one from MVP and the other from Workforce). In weeks that I worked over 40 hours on assignments made out of the same Prospect Heights Office, I was paid in two checks and did not receive overtime. See Exhibit B showing two checks from MVP and Workforce for the same two work weeks, each week showing a combined total of more than 40 hours, but with no overtime wages.
5. On a few occasions, I was assigned to work at Segerdahl but was sent home before working four (4) hours. I did not receive a minimum of four (4) hours of pay. See Exhibit C (a check stub showing one hour worked and paid in the workweek of 12/24/2012 – 12/30/2012).
6. I am not suffering any impediments and am competent to testify to all of the foregoing. Spanish is my primary language and this declaration was made with the help of a translator.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Hilda Calderon

Print Name: \_\_\_\_\_

Dated: 1/21/17

# EXHIBIT A

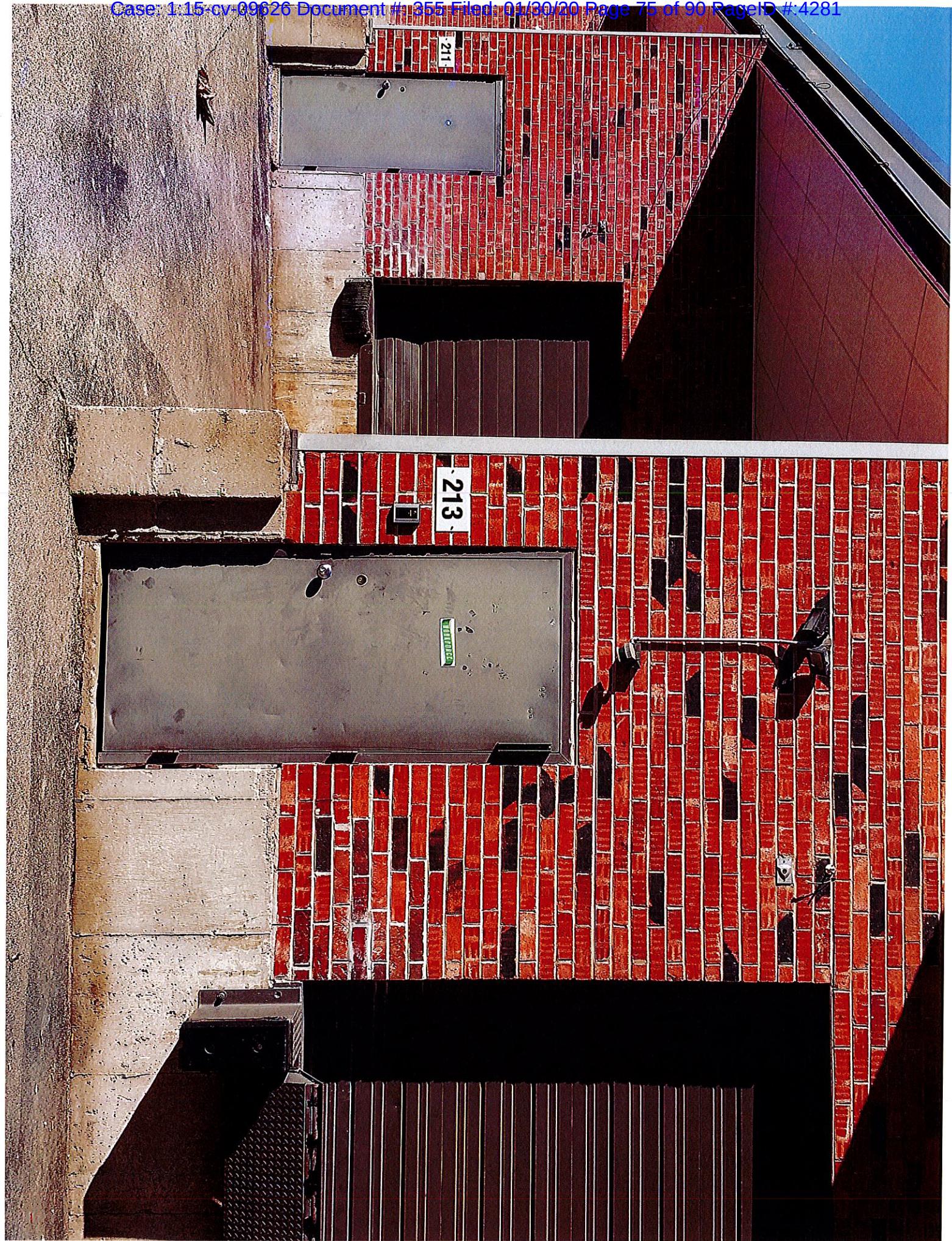
201-221

301-  
321

101-  
123

101	CCTV WORLD
103	APLUS BUILDING SERVICES
105	Repoint International, Inc.
107	
109	
111	NetBricks
113	
115	CITY Concepts
117	HOTEL STAFFING SOLUTIONS
119	USA Technical Search, Inc.
	Chicago X-Rays, Inc.
	Honor Gard
	AKYD EQUITY Sales/Open Sale

211	Buy Rite Souvenirs
213	Most Valuable Personnel A Division of Personnel Staffing Group
215	Chunha International
217	Stitch By Stitch, Inc.
219	New Life Property Restoration, LLC
221	Windy City Lighting
301	M.A.P.S. / anime central
303	WOLFORD RETAIL BUILDERS, INC.
305	NEOX CCTV
309	
311	
313	ULTIMATE FIGHTING & FITNESS ACADEMY





213



# EXHIBIT B

MVP - NORTHBROOK, IL

CALDERON, HILDA  
Period: 10/21/2013 to 10/27/2013

CAL894

Single 6

USL Check #: 11619178

11/1/2013

1619178

## Other Pay, Additions and Deductions Analysis

CUR YTD

CUR

YTD

	CUR--Hours--YTD	CUR--Pay--YTD
Regular	39.00	843.75
Overtime	0.00	8.00
Doubletime	0.00	0.00
Total Hourly	39.00	851.75
Other Pay*	0.00	0.00
Gross Pay	321.75	7,059.99
Other Adds and Deds	0.00	184.60
Total Taxes	(28.59)	(642.80)
Net Pay	293.16	6,601.79

Tax Analysis Current YTD

Federal 0.00

State (3.97)

CASDI/Local \$0.00

Social Security (19.95)

Medicare (4.67)

Total Taxes (28.59)

Total Adds and Deds 0.00 184.60

Replace Chk Prior 0.00 184.60

Cust: PENRWF 39 Reg at 8.25

QueueID

*Hilda Calderon*

WORKFORCE LLC - NORTHBROOK, IL

CALDERON, HILDA

Period: 10/21/2013 to 10/27/2013

CAL 894

Single 6

Check #: 128105  
11/1/2013

138105

11/1/2013

## Other Pay, Additions and Deductions Analysis

CUR	YTD	CUR	YTD
-----	-----	-----	-----

**NON-NEGOTIABLE**

Tax Analysis		Current	YTD
Federal	0.00	0.00	
State	0.00	(35.27)	
CASDI/Local	\$0.00	\$0.00	
Social Security	(4.09)	(151.65)	
Medicare	(0.96)	(35.49)	
<b>Total Taxes</b>	<b>(5.05)</b>	<b>(222.41)</b>	
		Total Adds and Deds	
		0.00	0.00

Cust: AMERMK 8 Reg at 8.25

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MVP - NORTHBROOK, IL

Period:10/28/2013 to 11/3/2013

CAL 894

Single 6

USL Check #: 11633700

11/8/2013 16:33:37 00

## Owner Ray, Auditions and Deductions Analysis

**CUR--Hours--YTD**

Regular	40.00	883.75
Overtime	0.00	8.00
Doubletime	0.00	0.00
Total Hourly	40.00	891.75

Gross Pay
Other Adds and Dedds
Total Taxes
Net Pay

Tax Analysis		Current	YTD	
Federal	0.00	0.00		
State	(4,38)	(107,02)		
CASDI/Local	\$0.00	\$0.00		
Social Security	(20,46)	(458,18)		
Medicare	(4,79)	(107,23)		
<b>Total Taxes</b>	<b>(29,63)</b>	<b>(672,45)</b>		
			Total Assets and Debits	0.00
				181,60

QueueID:

Cust AMERMK 8 Reg at 8:25

WORKFORCE LLC - NORTHBROOK, IL		CAL894		Single 6		Check #: 128828		11/8/2013	
CALDERON, HILDA									
Period:10/28/2013 to 11/3/2013									
Regular	8.00	CUR---Hours---YTD	304.00	CUR---Pay---YTD	66.00	Other Pay, Additions and Deductions Analysis		CUR	YTD
Overtime	0.00		0.00		0.00				
Doubletime	0.00		0.00		0.00				
Total Hourly	8.00		304.00		66.00				
Other Pay*	0.00		0.00		2,512.00				
Other Ads & Ded	0.00		0.00						
Total Taxes	(5.05)		(227.40)						
Net Pay	60.95		2,284.54						
Tax Analysis		Current YTD		11/8/2013		128828			
Federal	0.00		0.00						
State	0.00		(35.27)						
CASDI/Local	\$0.00		\$0.00						
Social Security	(4.09)		(155.74)						
Medicare	(0.96)		(36.45)						
Total Taxes	(5.05)		(227.40)						
Total Adds and Deds		0.00		0.00					

**NON-NEGOTIABLE**

QueueID:

# **EXHIBIT C**

Cust: SEGCOR 1 Reg at 8.25

MVP - NORTHBROOK, IL		CAL894		Single 6		USL Check #: 11352760		11352760	
CALDERON, HILDA		[REDACTED]		[REDACTED]		[REDACTED]		1/4/2013	
Period: 12/24/2012 to 12/30/2012		CUR--Hours--YTD		CUR--Pay--YTD		Other Pay, Additions and Deductions Analysis			
		CUR	YTD	CUR	YTD	CUR	YTD		
Regular	1.00	1.00	8.25	8.25					
Overtime	0.00	0.00	0.00	0.00					
Doubletime	0.00	0.00	0.00	0.00					
Total Hourly	1.00	1.00	8.25	8.25					
Other Pay*			0.00	0.00					
Gross Pay			8.25	8.25					
Other Adds and Deds			0.00	0.00					
Total Taxes			(0.63)	(0.63)					
Net Pay			7.62	7.62					
Tax Analysis		Current		YTD					
Federal		0.00		0.00					
State		0.00		0.00					
Local		\$0.00		\$0.00					
Social Security		(0.51)		(0.51)					
Medicare		(0.12)		(0.12)					
Total Taxes		(0.63)		(0.63)					

Total Adds and Deds 0.00 0.00

QtrnelID:

# **EXHIBIT J**

**Exhibit J to Third Amended Complaint****Summary of Hours Worked in Excess of 40 by Defendants' Laborers for MVP and Workforce**

Employee Last Name	Employee First Name	Employee ID	Regular Hours	OT Hours	DT Hours	Check Date	Dispatch Office	Total Hours	Total OT Hours	OT Hours Paid	OT Hours Not Paid
PATRICIA			40.00	0.00	0.00	10/17/2014	MVP-Cicero & EP*				
PATRICIA			16.00	0.00	0.00	10/17/2014	WF-Cicero & PH***	56.00	16.00	0.00	16.00
CLAUDIA			37.50	0.00	0.00	9/19/2014	MVP-Cicero & EP				
CLAUDIA			7.25	0.00	0.00	9/19/2014	WF-Cicero & PH	44.75	4.75	0.00	4.75
TANIA			32.00	0.00	0.00	9/26/2014	MVP-Cicero & EP				
TANIA			30.50	0.00	0.00	9/26/2014	WF-Cicero & PH	62.50	22.50	0.00	22.50
BERNARDO			28.46	0.00	0.00	9/19/2014	MVP-Cicero & EP				
BERNARDO			16.00	0.00	0.00	9/19/2014	WF-Cicero & PH	44.46	4.46	0.00	4.46
BERNARDO			34.58	0.00	0.00	9/26/2014	MVP-Cicero & EP				
BERNARDO			8.00	0.00	0.00	9/26/2014	WF-Cicero & PH	42.58	2.58	0.00	2.58
BERNARDO			40.00	11.25	0.00	10/3/2014	MVP-Cicero & EP				
BERNARDO			8.00	0.00	0.00	10/3/2014	WF-Cicero & PH	59.25	19.25	11.25	8.00
IVETTE			7.50	0.00	0.00	9/19/2014	MVP-Cicero & EP				
IVETTE			32.75	0.00	0.00	9/19/2014	WF-Cicero & PH	40.25	0.25	0.00	0.25
EMILIA			32.00	0.00	0.00	10/24/2014	MVP-Cicero & EP				
EMILIA			9.25	0.00	0.00	10/24/2014	WF-Cicero & PH	41.25	1.25	0.00	1.25
AGUSTINA			40.00	0.00	0.00	10/17/2014	MVP-Cicero & EP				
AGUSTINA			8.00	0.00	0.00	10/17/2014	WF-Cicero & PH	48.00	8.00	0.00	8.00
FABIAN			40.00	0.00	0.00	10/4/2013	MVP-Cicero & EP				
FABIAN			11.25	0.00	0.00	10/4/2013	WF-Cicero & PH	51.25	11.25	0.00	11.25
FABIAN			40.00	0.00	0.00	10/11/2013	MVP-Cicero & EP				
FABIAN			8.75	0.00	0.00	10/11/2013	WF-Cicero & PH	48.75	8.75	0.00	8.75
JUAN			28.50	0.00	0.00	9/26/2014	MVP-Cicero & EP				
JUAN			39.00	0.00	0.00	9/26/2014	WF-Cicero & PH	67.50	27.50	0.00	27.50
MARQUITA			8.00	0.00	0.00	10/10/2014	MVP-Cicero & EP				
MARQUITA			40.00	0.00	0.00	10/10/2014	WF-Cicero & PH	48.00	8.00	0.00	8.00
APOLONIO			40.00	8.00	0.00	10/24/2014	MVP-Cicero & EP				
APOLONIO			8.00	0.00	0.00	10/24/2014	WF-Cicero & PH	56.00	16.00	8.00	8.00
MARGARITA			8.00	0.00	0.00	10/11/2013	MVP-Cicero & EP				
MARGARITA			39.00	0.00	0.00	10/11/2013	WF-Cicero & PH	47.00	7.00	0.00	7.00
MARTIN			15.00	0.00	0.00	10/10/2014	MVP-Cicero & EP				
MARTIN			27.75	0.00	0.00	10/10/2014	WF-Cicero & PH	42.75	2.75	0.00	2.75
MARTIN			16.00	0.00	0.00	10/17/2014	MVP-Cicero & EP				
MARTIN			28.00	0.00	0.00	10/17/2014	WF-Cicero & PH	44.00	4.00	0.00	4.00
ROSARIO			40.00	0.00	0.00	10/18/2013	MVP-Cicero & EP				
ROSARIO			5.50	0.00	0.00	10/18/2013	WF-Cicero & PH	45.50	5.50	0.00	5.50
DONNIE			40.00	11.00	0.00	10/10/2014	MVP-Cicero & EP				
DONNIE			4.00	0.00	0.00	10/10/2014	WF-Cicero & PH	55.00	11.00	0.00	4.00

**Exhibit J to Third Amended Complaint**  
**Summary of Hours Worked in Excess of 40 by Defendants' Laborers for MVP and Workforce**

LADISLAO	8.00	0.00	0.00	9/19/2014	MVP-Cicero & EP			
LADISLAO	40.00	7.00	0.00	9/19/2014	WF-Cicero & PH	55.00	15.00	7.00
LADISLAO	8.55	0.00	0.00	9/26/2014	MVP-Cicero & EP			<b>8.00</b>
LADISLAO	40.00	0.00	0.00	9/26/2014	WF-Cicero & PH	48.55	8.55	0.00
LADISLAO	8.50	0.00	0.00	10/24/2014	MVP-Cicero & EP			<b>8.55</b>
LADISLAO	40.00	0.00	0.00	10/24/2014	WF-Cicero & PH	48.50	3.50	0.00
LADISLAO	8.50	0.00	0.00	10/31/2014	MVP-Cicero & EP			<b>8.50</b>
LADISLAO	40.00	0.00	0.00	10/31/2014	WF-Cicero & PH	48.50	8.50	0.00
DEONTA	22.91	0.00	0.00	10/10/2014	MVP-Cicero & EP			
DEONTA	34.77	0.00	0.00	10/10/2014	WF-Cicero & PH	57.68	17.68	0.00
MAGDALENA	40.00	20.00	0.00	10/11/2013	MVP-Cicero & EP			<b>17.68</b>
MAGDALENA	30.00	0.00	0.00	10/11/2013	WF-Cicero & PH	90.00	50.00	20.00
SILVIA	16.00	0.00	0.00	9/5/2014	MVP-Cicero & EP			<b>30.00</b>
SILVIA	39.75	0.00	0.00	9/5/2014	WF-Cicero & PH	55.75	15.75	0.00
CARLOS RAMC	40.00	8.42	0.00	9/19/2014	MVP-Cicero & EP			<b>15.75</b>
CARLOS RAMC	24.00	0.00	0.00	9/19/2014	WF-Cicero & PH	72.42	32.42	8.42
MARICELA	32.00	0.00	0.00	10/24/2014	MVP-Cicero & EP			<b>24.00</b>
MARICELA	9.25	0.00	0.00	10/24/2014	WF-Cicero & PH	41.25	1.25	0.00
MACEO J	9.75	0.00	0.00	9/19/2014	MVP-Cicero & EP			
MACEO J.	31.50	0.00	0.00	9/19/2014	WF-Cicero & PH	41.25	1.25	0.00
ARACELI	40.00	0.00	0.00	10/11/2013	MVP-Cicero & EP			<b>1.25</b>
ARACELI	8.00	0.00	0.00	10/11/2013	WF-Cicero & PH	48.00	8.00	0.00
MARIA	24.00	0.00	0.00	9/26/2014	MVP-Cicero & EP			<b>8.00</b>
MARIA	40.00	0.00	0.00	9/26/2014	WF-Cicero & PH	64.00	24.00	0.00
MARIO	37.50	0.00	0.00	10/4/2013	MVP-Cicero & EP			<b>24.00</b>
MARIO	18.75	0.00	0.00	10/4/2013	WF-Cicero & PH	56.25	16.25	0.00
MARIO	40.00	5.00	0.00	10/11/2013	MVP-Cicero & EP			<b>16.25</b>
MARIO	9.25	0.00	0.00	10/11/2013	WF-Cicero & PH	54.25	14.25	5.00
MARGARITA	40.00	3.35	0.00	9/26/2014	MVP-Cicero & EP			<b>9.25</b>
MARGARITA	16.00	0.00	0.00	9/26/2014	WF-Cicero & PH	59.35	19.35	3.35
MICHAELA	40.00	0.00	0.00	10/11/2013	MVP-Cicero & EP			<b>16.00</b>
MICHAELA	8.00	0.00	0.00	10/11/2013	WF-Cicero & PH	48.00	8.00	0.00
TOMAS	39.00	0.00	0.00	9/19/2014	MVP-Cicero & EP			
TOMAS	8.00	0.00	0.00	9/19/2014	WF-Cicero & PH	47.00	7.00	0.00
HENRY	8.00	0.00	0.00	10/4/2013	MVP-Cicero & EP			
HENRY	40.00	0.00	0.00	10/4/2013	WF-Cicero & PH	48.00	8.00	0.00
SHEILA E	40.00	0.00	0.00	9/26/2014	MVP-Cicero & EP			<b>8.00</b>
SHEILA E	7.75	0.00	0.00	9/26/2014	WF-Cicero & PH	47.75	7.75	0.00
CHRISTIAN	19.43	0.00	0.00	9/26/2014	MVP-Cicero & EP			<b>7.75</b>
CHRISTIAN	40.00	0.00	0.00	9/26/2014	WF-Cicero & PH	59.43	19.43	0.00

**Exhibit J to Third Amended Complaint**  
**Summary of Hours Worked in Excess of 40 by Defendants' Laborers for MVP and Workforce**

ROBERTO	32.00	0.00	0.00	9/26/2014	MVP-Cicero & EP			
ROBERTO	30.75	0.00	0.00	9/26/2014	WF-Cicero & PH	62.75	22.75	0.00
SERGIO	16.00	0.00	0.00	10/31/2014	MVP-Cicero & EP			
SERGIO	40.00	12.42	0.00	10/31/2014	WF-Cicero & PH	68.42	28.42	12.42
REBECA	8.00	0.00	0.00	10/31/2014	MVP-Cicero & EP			
REBECA	39.00	0.00	0.00	10/31/2014	WF-Cicero & PH	47.00	7.00	0.00
MARIA	8.00	0.00	0.00	9/5/2014	MVP-Cicero & EP			
MARIA	40.00	0.00	0.00	9/5/2014	WF-Cicero & PH	48.00	8.00	0.00
JIMMY	7.50	0.00	0.00	9/19/2014	MVP-Cicero & EP			
JIMMY	33.00	0.00	0.00	9/19/2014	WF-Cicero & PH	40.50	0.50	0.00
MELISSA	30.25	0.00	0.00	10/31/2014	MVP-Cicero & EP			
MELISSA	14.00	0.00	0.00	10/31/2014	WF-Cicero & PH	44.25	4.25	0.00
SANDRA	37.50	0.00	0.00	10/10/2014	MVP-Cicero & EP			
SANDRA	8.00	0.00	0.00	10/10/2014	WF-Cicero & PH	45.50	5.50	0.00
DELIA	8.00	0.00	0.00	9/5/2014	MVP-Cicero & EP			
DELIA	40.00	0.00	0.00	9/5/2014	WF-Cicero & PH	48.00	8.00	0.00
DELIA	40.00	8.00	0.00	9/12/2014	MVP-Cicero & EP			
DELIA	8.00	0.00	0.00	9/12/2014	WF-Cicero & PH	56.00	16.00	8.00
PAULINA	32.00	0.00	0.00	10/24/2014	MVP-Cicero & EP			
PAULINA	9.25	0.00	0.00	10/24/2014	WF-Cicero & PH	41.25	1.25	0.00
MARINA	8.00	0.00	0.00	10/3/2014	MVP-Cicero & EP			
MARINA	40.00	0.00	0.00	10/3/2014	WF-Cicero & PH	48.00	8.00	0.00
MARINA	8.00	0.00	0.00	10/17/2014	MVP-Cicero & EP			
MARINA	37.50	0.00	0.00	10/17/2014	WF-Cicero & PH	45.50	5.50	0.00
MARINA	16.00	0.00	0.00	10/24/2014	MVP-Cicero & EP			
MARINA	26.75	0.00	0.00	10/24/2014	WF-Cicero & PH	42.75	2.75	0.00
MARIBEL	12.00	0.00	0.00	9/12/2014	MVP-Cicero & EP			
MARIBEL	36.00	0.00	0.00	9/12/2014	WF-Cicero & PH	48.00	8.00	0.00
DOLORES	24.00	0.00	0.00	10/24/2014	MVP-Cicero & EP			
DOLORES	18.50	0.00	0.00	10/24/2014	WF-Cicero & PH	42.50	2.50	0.00
GEORGE	40.00	12.50	0.00	10/10/2014	MVP-Cicero & EP			
GEORGE	15.50	0.00	0.00	10/10/2014	WF-Cicero & PH	68.00	28.00	12.50
FRANCISCO	40.00	0.90	0.00	10/3/2014	MVP-Cicero & EP			
FRANCISCO	8.00	0.00	0.00	10/3/2014	WF-Cicero & PH	48.90	8.90	0.90
LAURA	36.50	0.00	0.00	10/18/2013	MVP-Cicero & EP			
LAURA	8.00	0.00	0.00	10/18/2013	WF-Cicero & PH	44.50	4.50	0.00
EVELYN	40.00	0.00	0.00	10/17/2014	WF-Cicero & PH	56.00	16.00	0.00
EVELYN	15.90	0.00	0.00	10/24/2014	MVP-Cicero & EP			
EVELYN	8.00	0.00	0.00	10/24/2014	WF-Cicero & PH	63.90	23.90	8.00

***Exhibit J to Third Amended Complaint***  
**Summary of Hours Worked in Excess of 40 by Defendants' Laborers for MVP and Workforce**

	ADONIS	40.00	1.25	0.00	10/10/2014	MVP-Cicero & EP			
ADONIS		4.00	0.00	0.00	10/10/2014	WF-Cicero & PH	45.25	5.25	1.25
JERMAINE		10.00	0.00	0.00	10/17/2014	MVP-Cicero & EP			4.00
JERMAINE		31.50	0.00	0.00	10/17/2014	WF-Cicero & PH	41.50	1.50	1.50
ISRAEL		37.50	0.00	0.00	10/4/2013	MVP-Cicero & EP			
ISRAEL		10.00	0.00	0.00	10/4/2013	WF-Cicero & PH	47.50	7.50	0.00
<b>TOTALS</b>		<b>3055</b>	<b>125</b>	<b>0</b>			<b>3180</b>	<b>700</b>	<b>7.50</b>
									<b>575</b>

\* Data produced in discovery by Defendants for months of 10/1/13 – 11/30/13 and 9/1/14 – 10/31/14 for Defendants' Cicero, Elmwood Park and Prospect Heights Dispatch Offices

\*\* "MVP-Cicero & EP" refers to Defendants' nominal MVP Cicero and Elmwood Park Branch Offices

\*\*\* "WF-Cicero & PH" refers to Defendants' nominal Workforce Cicero and Prospect Heights Branch Offices

# **EXHIBIT K**

Source: IDOL website at [www.illinois.gov/idol/Employers/Pages/ApprovedDTLSA.aspx](http://www.illinois.gov/idol/Employers/Pages/ApprovedDTLSA.aspx) (downloaded 11/13/2015) (with MVP and Workforce information excerpted)

### **Exhibit K to Third Amended Complaint**

## **IDOL 2015 Registered Day and Temporary Labor Agencies**

This is the list of current and approved Day and Temporary Labor Agencies, under the Illinois Day and Temporary Labor Services Act, 820 ILCS 175.

Company	DBA	Location Type	Address	City	State	ZIP Code
Mvp Workforce, LLC	Workforce LLC	Corporate	666 Dundee Rd, Suite 201	Northbrook	IL	60062
Mvp Workforce, LLC	Workforce LLC	Office/Branch	5017 W. Cermak Road	Cicero	IL	60804
Mvp Workforce, LLC	Workforce LLC	Office/Branch	65 E. Palatine Rd. #213	Prospect Heights	IL	60070
Mvp Workforce, LLC	Workforce, LLC	Office/Branch	500 N. Lake	Mundelein	IL	60060
Personnel Staffing Group, LLC	Most Valuable Personnel	Corporate	666 Dundee Rd., Ste. 201	Northbrook	IL	60062
Personnel Staffing Group, LLC	Most Valuable Personnel	Office/Branch	226 S. Sheridan Rd.	Waukegan	IL	60085
Personnel Staffing Group, LLC	Most Valuable Personnel	Office/Branch	2551 Division, Suite 106	Joliet	IL	60435
Personnel Staffing Group, LLC	Most Valuable Personnel	Office/Branch	5637 W. Roosevelt Rd.	Cicero	IL	60804
Personnel Staffing Group, LLC	Most Valuable Personnel	Office/Branch	7999 W. Grand Ave.	Franklin Park	IL	60131
Personnel Staffing Group, LLC	Most Valuable Personnel	Office/Branch	7514 B W. North Ave.	Elmwood Park	IL	60707
Personnel Staffing Group, LLC	Most Valuable Personnel	Office/Branch	237 Cedar Lake Rd.	Round Lake	IL	60073